HONORABLE JAMES L. ROBART 1 2 3 4 5 6 7 IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON 8 AT SEATTLE 9 MICROSOFT CORPORATION. No. C10-1823-JLR 10 Plaintiff, v. PRETRIAL ORDER 11 12 MOTOROLA, INC., et al., REDACTED 13 Defendants. 14 MOTOROLA MOBILITY LLC, et al., 15 Plaintiffs, v. 16 MICROSOFT CORPORATION, 17 18 Defendant. 19 Plaintiff Microsoft Corporation ("Microsoft") and Defendants Motorola, Inc. (n/k/a 20 Motorola Solutions, Inc.), Motorola Mobility LLC, and General Instrument Corporation 21 (collectively "Motorola" or "Defendants"), through counsel undersigned, jointly file this 22 Pretrial Order. 23 I. **JURISDICTION** 24 The parties agree that this court has subject matter jurisdiction over this action pursuant 25 to 28 U.S.C. § 1332 and personal jurisdiction over the Defendants.

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Motorola maintains its position that this dispute was not ripe for this Court to hear when filed and reserves all arguments for appeal.

II. ISSUES TO BE ADJUDICATED AT THE AUGUST 26, 2013 TRIAL

A. Microsoft's Position of Issues to be Adjudicated at the August 26 Trial:

At the November 13, 2012 trial in this matter, the Court determined the appropriate RAND royalties on which Microsoft was and is entitled to a non-exclusive, worldwide, irrevocable license to Motorola's portfolio of H.264 and 802.11 standard essential patents ("SEPs"). At the August 26, 2013 trial in this matter, the Court will adjudicate the following issues:

- 1. Whether Motorola breached its contractual obligations to the IEEE and/or the ITU.
- 2. Whether Motorola breached its contractual obligations to the IEEE and/or Microsoft through Motorola's October 21, 2010 demand letter to Microsoft, setting forth terms and conditions for a license to Motorola's 802.11 standard essential patents that could not have reasonably been accepted, subject to a 20-day ultimatum to accept the offer.
- 3. Whether Motorola breached its contractual obligations to the ITU and/or Microsoft through Motorola's October 29, 2010 demand letter to Microsoft, setting forth terms and conditions for a license to Motorola's H.264 standard essential patents that could not have reasonably been accepted, subject to a 20-day ultimatum to accept the offer.
- 4. Whether Motorola breached its contractual obligations to the IEEE, ITU, and/or Microsoft by filing lawsuits and seeking injunctive relief based on alleged 802.11 and/or H.264 standard-essential patents in the ITC, United States district courts, and/or Germany.
- 5. Whether Motorola breached its contractual obligations to the IEEE and/or Microsoft based on the demands set forth in Motorola's October demand letters to Microsoft and thereafter filing lawsuits and seeking injunctive relief based on alleged 802.11 and/or

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H.264 standard-essential patents in the ITC, United States district courts, and/or Germany
against Microsoft's 802.11 and/or H.264 compliant products, after Microsoft had sought to
have the RAND licensing dispute resolved in this Court.

- 6. Whether Motorola breached its contractual obligations to the IEEE, Marvell, and/or Microsoft by failing to offer a RAND license covering Motorola's 802.11 standard-essential patents to Microsoft's chip supplier, Marvell
- 7. Whether, following Motorola's acquisition by Google, Motorola's refusal to provide Microsoft with a license to Motorola's H.264 standard-essential patents on the terms specified in Google's patent license agreement with MPEG LA further aggravated Motorola's breach of its RAND commitments through a continued avoidance of providing Microsoft shelter from Motorola's ongoing efforts to enjoin Microsoft's H.264 compliant products.
- 8. Whether Motorola violated the covenant of good faith and fair dealing by engaging in commercially unreasonable conduct, including sending Motorola's October demand letters to Microsoft, filing lawsuits and seeking injunctions on standard-essential patents (especially after Microsoft had sought to have the RAND licensing dispute resolved in this Court), responding to Marvell's request for a license with a non-RAND, discriminatory license offer, and/or refusing to grant back a license under Google's patent license agreement with MPEG LA.
- 9. Whether Motorola violated the covenant of good faith and fair dealing by engaging in blatantly unreasonable conduct, including sending Motorola's October demand

letters to Microsoft, filing lawsuits and seeking injunctions on standard-essential patents (especially after Microsoft had sought to have the RAND dispute resolved in this Court), responding to Marvell's request for a license with a non-RAND, discriminatory license offer, and/or refusing to grant back a license under Google's patent license agreement with MPEG LA.

- 10. Whether Motorola violated the covenant of good faith and fair dealing by frustrating one or more purposes of its RAND licensing commitments, including sending Motorola's October demand letters to Microsoft, filing lawsuits and seeking injunctions on standard-essential patents (especially after Microsoft had sought to have the RAND licensing dispute resolved in this Court), responding to Marvell's request for a license with a non-RAND, discriminatory license offer, and/or refusing to comply with its obligations under Google's patent license agreement with MPEG LA.
- 11. Whether Motorola violated the covenant of good faith and fair dealing because it acted with a lack of good faith in its dealings with Microsoft and/or Marvell, including sending Motorola's October demand letters to Microsoft, filing lawsuits and seeking injunctions on standard-essential patents (especially after Microsoft had sought to have the RAND licensing dispute resolved in this Court),

and/or refusing to comply with its obligations

under Google's patent license agreement with MPEG LA.

B. Motorola's Position of Issues to be Adjudicated at the August 26 Trial:

At the August 26, 2013 trial in this matter, the Court will adjudicate the following issues:

1. Whether any of the Motorola defendants breached the purported contract with the IEEE, and whether that breach was material.

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- 2. Whether Microsoft suffered any damage as a result of Motorola's alleged breach of the purported contract with the IEEE.
- 3. Whether any of the Motorola defendants breached the purported contract with the ITU, and whether that breach was material.
- 4. Whether Microsoft suffered any damage as a result of Motorola's alleged breach of its purported contract with the ITU.
 - 5. Whether Microsoft's actions constituted unclean hands.
- 6. Whether Microsoft failed to mitigate its damages allegedly suffered as a result of Motorola's alleged breach of the purported contract with the IEEE.
- 7. Whether Microsoft failed to mitigate its damages allegedly suffered as a result of Motorola's alleged breach of the purported contract with the ITU.

III. ADMITTED FACTS

A. Facts as to which the Parties Agree:

- The Court entered findings of fact from the November 2012 trial on April 19,
 2013. (Dkt No. 673). The parties agree that those findings are now law of the case.¹
- 2. Microsoft is a Washington corporation having its principal place of business in Redmond, Washington.
- 3. Motorola, Inc. has changed its corporate name to Motorola Solutions, Inc. Motorola Solutions is a Delaware corporation, having its principal place of business in Schaumburg, Illinois.
- 4. Motorola Mobility LLC is a Delaware limited liability company, having its principal place of business in Libertyville, Illinois. Motorola Mobility LLC's predecessor-in-interest was Motorola Mobility Inc. ("MMI"), which was a Delaware corporation having its principal place of business of business in Libertyville, Illinois.

¹ Motorola objects to presenting those findings to the jury.

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- 5. MMI was a wholly-owned subsidiary of Motorola Mobility Holdings, Inc., which was a wholly owned subsidiary of Motorola, Inc. MMI was spun-off from Motorola, Inc. on January 4, 2011. MMI was acquired by Google, Inc. on May 22, 2012. Motorola Mobility LLC is MMI's successor-in-interest and a wholly-owned subsidiary of Google, Inc.
- 6. General Instrument Corporation is a Delaware corporation, having its principal place of business in Horsham, Pennsylvania. General Instrument Corporation was a whollyowned subsidiary of MMI and now is a whollyowned subsidiary of Motorola Mobility LLC.
- 7. The parties are members of the Institute of Electrical and Electronics Engineers ("IEEE").
- 8. The IEEE-SA is the division of the IEEE devoted to the development of industry standards.
- 9. The IEEE-SA developed the 802.11 wireless communication standard. The 802.11 standard was initially released in 1997. It has been amended and revised numerous times since 1997 (e.g., 802.11a, 802.11b, 802.11g, and 802.11n).
- 10. The parties are members of the International Telecommunication Union ("ITU"). The ITU Telecommunications Standardization Sector ("ITU-T") is one of the three sectors (divisions or units) of the International Telecommunication Union; it coordinates standards for telecommunications.
 - 11. The ITU-T is responsible for the development of thousands of standards.
- 12. The ITU-T, in conjunction with two other standards bodies, the International Organization for standardization (ISO) and the International Electrotechnical Commission (IEC), developed the H.264 video compression standard.
- 13. Defendants submitted numerous Letters of Assurance to the IEEE-SA in connection with its development of the 802.11 standard.
 - 14. Defendants submitted numerous Patent Statement and Licensing Declarations to

the ITU-T in connection with the development of the H.264 standard.

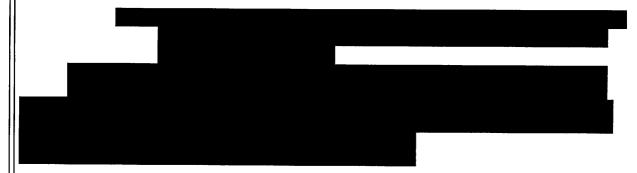
- 15. In submitting Letters of Assurance to the IEEE-SA covering their 802.11 standard-essential patents, Defendants stated that they "will grant" or "[are] prepared to grant" worldwide, irrevocable, non-exclusive licenses to their 802.11 standard-essential patents covered by each Letter of Assurance on RAND terms and conditions.
- 16. Defendants sent Microsoft a letter on October 21, 2010, that contained certain proposed royalty terms for a license to Defendants' patents that "may be or become" essential to the 802.11 standard, and stated that "Motorola will leave this offer open for 20 days. Please confirm whether Microsoft accepts the offer."
- 17. Defendants sent Microsoft a letter on October 29, 2010, that contained certain proposed royalty terms for a license to Defendants' patents essential to the H.264 standard, and stated that "Motorola will leave this offer open for 20 days. Please confirm whether Microsoft accepts the offer."

B. Microsoft's Factual Contentions:

- 1. Motorola's October 21, 2010 demand far exceeds the actual RAND royalty for a license to Motorola's 802.11 SEPs and was blatantly unreasonable.
- 2. Motorola's October 29, 2010 H.264 demand far exceeds the actual RAND royalty for a license to Motorola's H.264 SEPs and was blatantly unreasonable.
 - 3.
- 4. The terms in Motorola's demand letters were so onerous that they could not reasonably have been accepted (indeed, Motorola crafted those offers to assure that they would not be accepted), and combined with the 20-day ultimatum, were calculated by Motorola to provide it with a basis to argue Microsoft had rejected the offers so Motorola could sue and seek injunctions against Microsoft's products. Motorola's goal was to use the leverage of such lawsuits to coerce Microsoft into compromising Microsoft's claims in other disputes with

Motorola. Motorola was engaged in hold-up.

- 5. Motorola had no objective basis for the demands it made. Among other things:
 - (a) There are no Motorola license agreements for its 802.11 or H.264 SEPs comparable to its demands of Microsoft, and no established royalty for Motorola's 802.11 or H.264 SEPs.
 - (b) Motorola had no legitimate basis for selecting a 2.25% of end product price as a royalty for its 802.11 or H.264 SEPs, particularly against end products sold by Microsoft customers.
 - (c) If the other owners of standard-essential patents under 802.11 and H.264 were compensated as Motorola demanded, the royalty burden would have been impractical.
 - (d) Motorola had no basis for believing that its 802.11 and/or H.264 SEPs had any greater value than those of other 802.11 and/or H.264 SEP owners.
 - (e) Motorola was aware of the royalties charged by the MPEG LA H.264 and Via 802.11 pools and had concurred in the reasonableness of the H.264 royalty rates.



- 7. Once Motorola's SEPs became subject to the grant-back obligation under the Google-MPEG LA agreement, Motorola refused to grant Microsoft a license on the terms set forth by MPEG LA, despite the fact that an offer based on those terms would have complied with Motorola's RAND licensing commitment.
- 8. Motorola's October 2010 demands constituted an effective refusal to deal. No reasonable company would have accepted the terms demanded, and their excessive nature demonstrates they letters were simply sham offers.

- 9. Motorola filed lawsuits on its H.264 and 802.11 SEPs and sought injunctions against Microsoft in multiple forums after this suit (seeking a RAND determination) was filed. The pursuit of those injunctions wrongfully inflicted substantial harm on Microsoft, including legal fees and facility relocation expenses to mitigate the impact of any injunction in Germany.
- 10. To the extent that Motorola's intent is deemed relevant, these acts were taken for the purpose of avoiding its RAND licensing commitments and engaging in hold-up, and with knowledge that the demands were unreasonable, unsupported by prior licensing, and inconsistent with Motorola policies and information known by or available to Motorola.
- distribution facility from Duren, Germany to Venray, The Netherlands, and the increased cost to operate out of Venray over a two year period is . Microsoft would not have incurred these costs but for Motorola's German H.264 lawsuit and Motorola's refusal to make available a license on RAND terms.
- 12. Microsoft incurred no less than approximately in legal fees and costs defending against suits in which Motorola alleged infringement of Motorola's H.264 and/or 802.11 SEPs. Microsoft would not have incurred these costs but for Motorola's pursuit of these actions and Motorola's refusal to make available a license on RAND terms.
- 13. In submitting Patent Statement and Licensing Declarations to the ITU-T covering their H.264 standard-essential patents, Defendants stated that they will grant worldwide, irrevocable non-exclusive licenses to their H.264 standard-essential patents covered by each Patent Statement and Licensing Declaration on RAND terms and conditions.
- 14. MPEG LA, LLC administers a patent pool covering certain patents declared essential to the H.264 standard.
 - 15. Microsoft is a licensor to, and a licensee under, MPEG LA's H.264 patent pool.
 - 16. Google, Inc. is a licensee under MPEG LA's H.264 patent pool.

- 17. Via Licensing Corporation administers a patent pool covering certain patents declared essential to the 802.11 standard.
- 18. On April 11, 2012, the Court granted Microsoft a Temporary Restraining Order precluding Motorola from enforcing any injunction Motorola might obtain in its German H.264 patent infringement suits. The order was entered on April 12, 2012.
- 19. Motorola appealed the Court's Temporary Restraining Order to the Ninth Circuit on May 2, 2012.
- 20. The Court converted the Temporary Restraining Order into a Preliminary Injunction on May 14, 2012.
- 21. On September 28, 2012, the Ninth Circuit affirmed this Court's order granting Microsoft a preliminary injunction.
- 22. On November 30, 2012, the Court entered partial summary judgment dismissing Motorola's claim for injunctive relief in this case, precluding Motorola from seeking injunctive relief based on its H.264 and 802.11 SEPs. The Order also lifted the preliminary injunction, as it was no longer necessary.
- 23. On January 3, 2013, Google entered into a proposed consent decree with the Federal Trade Commission. The consent decree became final on July 24, 2013.

C. <u>Motorola's Factual Contentions:</u>

1. Motorola Inc. had a license to Microsoft's ActiveSync patents, which expired in 2007.



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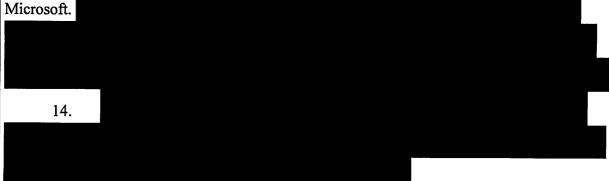
1	3. At	no time prior to October 1, 2010 did
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3	4. M	icrosoft has a market share of over 90% for its Windows operating system for
4	desktop compute	rs. Microsoft's mobile operating system has not achieved the same adoption.
5	5. By	y 2010, all of Motorola's smartphone products used the Android mobile
6	operating system	, an open source operating system offered by Google.
7	6. Oı	n October 1, 2010 , Microsoft sued Motorola Inc., filing a
8	complaint in the	International Trade Commission alleging infringement by Motorola's Android
9	smartphones (Cen	rtain Mobile Devices, Associated Software, and Components Thereof,
10	Investigation No.	337-TA-744). Microsoft also filed a patent infringement action against
11	Motorola, Inc. in	the U.S. District Court for the Western District of Washington, asserting
12	infringement of the	he same patents at issue before the ITC (Microsoft Corp. v. Motorola, Inc.,
13	Case No. 2:10-cv	7-1577-RSM). In both actions, Microsoft asserted its ActiveSync, computer
14	file system patent	ts, and other patents,
15	, aga	inst Motorola.
16	7. M	icrosoft sought an exclusion order in the ITC and an injunction in the district
17	court,	
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19	8. A	fter it filed its lawsuits against Motorola,
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11.	On October 21, 2010,		, Motorola
sent Microsof	a letter offering to gra	nt Microsoft a worldwide license	to Motorola's portfolio
of patents and	patent applications rela	ating to the IEEE 802.11 standard	ls, and identifying the

12. On October 29, 2010, Motorola sent Microsoft a second letter, which offered to grant Microsoft a worldwide license to Motorola's portfolio of patents and patent applications relating to the ITU-T Recommendation H.264, again identifying the patents and patent applications covered by the offer.

patents and patent applications covered by that offer.

13. Both letters offered to license these patent portfolios at a royalty rate of 2.25%, and stated that the offers would remain open for 20 days. Motorola was under significant time pressure to quickly respond to Microsoft's request and to identify patents to Microsoft for discussion. Motorola chose 2.25% as the proposed royalty rate because that is Motorola's historical opening offer for its standard essential patent portfolios. It was an opening offer used in many previous bilateral negotiations with other companies and was not a number unique to



	15.	On November 9, 2010, Microsoft filed the complaint in this action, asserting,
among	other c	laims, that Motorola breached its obligations to the IEEE and ITU by failing to
offer to	license	e its 802.11 and H.264 SEP portfolios on RAND terms.

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17. After Microsoft sued Motorola in the ITC and this Court alleging patent infringement, and then

"Motorola filed patent infringement cases against Microsoft in the Western District of Wisconsin (Motorola Mobility, Inc. and General Instrument Corp. v. Microsoft Corp., Case No. 3:10-cv-699, subsequently assigned 2:11-cv-00343-JLR, and Motorola Mobility, Inc. and General Instrument Corp. v. Microsoft Corp., Case No. 3:10-cv-700), ITC (In the Matter of Certain Gaming and Entertainment Consoles, Related Software, and Components Thereof, Investigation No. 337-TA-752), and Germany (General Instrument Corp. v. Microsoft Deutschland GMbH, Case No. 2 O 240/11; General Instrument Corp. v. Microsoft Deutschland GMbH, Case No. 2 O 373/11; General Instrument Corp. v. Microsoft Corp. and Microsoft Ireland Operations Ltd., Case No. 2 O 376/11;

18. Microsoft failed to mitigate its attorneys fees and litigation costs damages by running the cases without a budget, retaining non-Seattle lawyers even though Seattle lawyers have lower billing rates, and using an excessive number of timekeepers. Microsoft also failed to use a reasonable and reliable methodology to identify the attorneys fees and litigation costs incurred defending against Motorola's claims of SEP infringement.

General Instrument Corp. v. Microsoft Ireland Operations Ltd., Case No. 2 O 387/11).

Motorola sought, among other relief, an injunction.

- 19. Microsoft failed to mitigate its damages in Germany by using the appropriate Orange Book procedure to guarantee that an injunction would not issue. Microsoft further failed to mitigate its damages in Germany by failing to file its motion for an anti-suit injunction with this Court prior to March 28, 2012. Microsoft also failed to mitigate its damages in Germany by not beginning to relocate its EMEA distribution facility until January 2012, when it could have saved costs had it performed the relocation over a longer period of time.
- 20. Google is not a party to this action, and therefore its participation in the MPEG LA patent pool has no bearing on the circumstances of this case.
- 21. Motorola Mobility entered into licensing negotiations with Marvell but those negotiations have not resulted in a license.
- 22. In submitting Patent Statement and Licensing Declarations to the ITU-T covering their H.264 standard-essential patents, Defendants stated that they will grant worldwide, irrevocable non-exclusive licenses conditioned on reciprocity to their H.264 standard-essential patents covered by each Patent Statement and Licensing Declaration on RAND terms and conditions.

IV. ISSUES OF LAW

A. <u>Issues of Law Proposed by Microsoft:</u>

In light of the Court's April 19, 2013 Order (which is the law of the case), Microsoft believes the issues of law to be decided at the August 26, 2013 include:

- 1. Whether Motorola's conduct set forth above in Section II(A), either separately or collectively, breached its contractual obligations.
- 2. Whether Motorola's conduct set forth above in Section II(A), either separately or collectively, violated the duty of good faith and fair dealing.

B. Issues of Law Proposed by Motorola:

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- 1. Whether any of the Motorola defendants breached the duty of good faith and fair dealing as part of the purported contractual obligations to the IEEE.
- 2. Whether any of the Motorola defendants breached the duty of good faith and fair dealing as part of the purported contractual obligations to the ITU.
- 3. Whether attorney fees are an appropriate measure of damages in a breach of contract case.
- 4. Whether the costs incurred preparing to comply with a properly issued injunction are an appropriate measure of damages in a breach of contract case.
- 5. Whether Motorola's act of sending the October 21, 2010 offer letter can be considered a breach of the purported contract with the IEEE.
- 6. Whether Motorola's act of sending the October 29, 2010 offer letter can be considered a breach of the purported contract with the ITU.
- 7. Whether any of the Motorola defendants' acts of seeking injunctive relief for infringement of its 802.11 SEPs in the Western District of Washington and/or ITC can be considered a breach of the purported contract with the IEEE.
- 8. Whether any of the Motorola defendants' acts of seeking injunctive relief for infringement of its H.264 SEPs in the Western District of Washington, ITC, and/or Germany can be considered a breach of the purported contract with the ITU.
- 9. Whether Motorola Mobility not completing a license with Marvell can be considered a breach of the purported contract with the IEEE.
- 10. Whether non-party Google's alleged refusal to license Microsoft under Google's MPEG LA license can be considered a breach by Motorola of the purported contracts with the ITU.

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- 11. Whether Microsoft can prove the elements of its breach of contract claims, including material breach, proximate cause and damages with respect to the purported contract with the IEEE.
- 12. Whether Microsoft can prove the elements of its breach of contract claims, including material breach, proximate cause and damages with respect to the purported contract with the ITU.
 - 13. Whether Microsoft failed to mitigate its damages.
 - 14. Whether Microsoft's conduct constitutes unclean hands.

V. EXPERT WITNESSES

A. On behalf of Microsoft:

1. **Theo Bodewig** (will testify) (live)

Mr. Bodewig may be called to testify regarding aspects of German law including, without limitation, the *Orange Book* process, as well as any issues that were addressed in his expert report or that were raised during his deposition in this matter.

2. **Todd Menenberg** (will testify) (live)

Mr. Menenberg will be called to testify regarding the issues addressed in his opening expert report in this matter, as well as any issues that were raised at his deposition in this matter.

3. **Kevin Murphy** (will testify) (live)

Mr. Murphy will be called to testify regarding the issues addressed in his opening and rebuttal expert reports in this matter, as well as any issues that were raised during his depositions in this matter.

B. On behalf of Motorola:

1. **Maximilian Haedicke** (will call) (live)

Dr. Haedicke will be called to testify regarding the Orange Book procedure in Germany and the options available to avoid an injunction in Germany as well as any issues that were addressed in his expert reports or that were raised during his deposition in this matter. Dr. Haedicke can be contacted through counsel for Motorola.

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2. Richard Holleman (will call) (live)

Mr. Holleman will be called to testify regarding the issues that were addressed in his expert report or that were raised during his deposition in this matter. Mr. Holleman can be contacted through counsel for Motorola.

3. **Brad Keller** (will call) (live)

Mr. Keller will be called to testify regarding the issues that were addressed in his expert report or that were raised during his deposition in this matter. Mr. Keller can be contacted through counsel for Motorola.

4. **Gregory Leonard** (will call) (live)

Dr. Leonard will be called to testify regarding the issues that were addressed in his expert reports or that were raised during his deposition in this matter. Dr. Leonard can be contacted through counsel for Motorola.

VI. OTHER WITNESSES

A. On behalf of Microsoft:

1. Aaron Bernstein (possible witness only) (by deposition)

Mr. Bernstein may be called to testify regarding, among other things, Symbol Technologies' and Motorola's licensing activities, 802.11 patent-related litigation (including but not limited to third-party Innovatio's 802.11 patent infringement suit against Motorola Solutions), Motorola's acquisition of Symbol, and any other issues raised at his depositions in this matter.

2. **Brian Blasius** (possible witness only) (live and/or by deposition)

Mr. Blasius may be called to testify regarding, among other things, Motorola's licensing activities and history, as well as any issues that were raised during his deposition.

3. Kirk Dailey (will testify) (live and/or by deposition)

Mr. Dailey will be called to testify regarding all facts relevant to this litigation, including but not limited to, Motorola's licensing history and activities, Motorola's offers to Microsoft, Motorola Mobility's spin-off from Motorola, Inc. and its subsequent acquisition by Google, Motorola's involvement with patent pools, Motorola's patent portfolios, and any other issues raised during his depositions or trial testimony in this matter or the related ITC Investigation (No. 337-TA-752).

4. **Jeff Davidson** (will testify) (live)

Mr. Davidson will be called to testify regarding, among other things, the

potential impact of Motorola's H.264 German lawsuit on Microsoft's ability to distribute products in and from Germany, all aspects of the relocation of Microsoft's EMEA distribution facility from Germany to The Netherlands as a result of Motorola's breaches of contract, and any other issues raised during his deposition in this matter.

5. Theresa Daly (possible witness only) (live)

Ms. Daly may be called to testify regarding her involvement, if any, in the relocation of Microsoft's EMEA distribution facility from Germany to The Netherlands as a result of Motorola's breaches of contract, and any other issues raised during her deposition in this matter.

6. **John DeVaan** (will testify) (live)

Mr. DeVaan will be called to testify regarding, among other things, relevant features and functionality provided by Microsoft software, including but not limited to Windows, as well as regarding the extent of the financial and non-economic harm generally associated with Motorola's threat of an injunction and related wrongful conduct in relation to its claimed H.264 SEPs and that Microsoft would have suffered had Motorola obtained an injunction against Microsoft's distribution of Windows in and from Germany.

7. Garrett Glanz (will testify) (live)

Mr. Glanz will be called to testify regarding, among other things, Microsoft's licensing activities, the parties' participation in patent pools, and any other issues raised at his depositions or at trial.

8. **Horacio Gutierrez** (will testify) (live)

Mr. Gutierrez will be called to testify regarding all aspects of this case, including Motorola's October 2010 letters, Microsoft's licensing practices, and all issues raised during his depositions in this case and in the parties' other litigation.

9. **David Heiner** (possible witness only) (live)

Mr. Heiner may be called to testify regarding Microsoft's June 2012 letter to the FTC, Microsoft's involvement in standard setting activities, Microsoft's interoperability protocols, and any other issues raised during his deposition in this matter.

10. **David Killough** (will testify) (live)

Mr. Killough will be called to testify regarding Motorola's various lawsuits against Microsoft, the relationship between this action and Motorola's October 2010 demand letters and subsequent litigation, Microsoft's attorneys' fees

incurred as a result of Motorola's breaches of contract, and all other issues raised at his deposition in this matter.

11. **Shelley McKinley** (possible witness only) (live)

Ms. McKinley may be called to testify regarding any issues raised at her deposition in this matter.

12. **Jennifer Ochs** (will testify) (by deposition)

Ms. Ochs will be called to testify regarding Marvell's licensing practices, its request for a license from Motorola, and discussions between Marvell and Motorola regarding the same and all other issues raised in her prior testimony.

13. Owen Roberts (possible witness only) (live)

Mr. Roberts may be called to testify regarding, among other things, aspects of the relocation of Microsoft's EMEA distribution facility from Germany to The Netherlands as a result of Motorola's breaches of contract, and any other issues raised during his deposition in this matter.

14. **David Treadwell** (will testify) (live)

Mr. Treadwell will be called to testify regarding, among other things, relevant features and functionality included in Microsoft products, including Xbox, as well as regarding the extent of the financial and non-economic harm generally associated with Motorola's threat of an injunction and related wrongful conduct in relation to its claimed H.264 SEPs and that Microsoft would have suffered had Motorola obtained an injunction against Microsoft's distribution of Xbox consoles in and from Germany or an injunction or exclusion order in the U.S. relating to Xbox.

- 15. Witnesses identified by Motorola in its pretrial statement from this phase of the case.
 - 16. Records custodians, as needed, including but not limited to Paul Benzie.

Microsoft reserves the right to call any witness identified by either party in its pretrial statements served in connection with the November 2012 trial in this matter. Microsoft further reserves the right to introduce deposition, trial, and/or ITC trial testimony of the following individuals: Howard Benn, Aaron Bernstein, Brian Blasius, Scott Brewer, Dave Curtis, Kirk Dailey, Timothy Kowalski, Allen Lo, Ajay Luthra, Jennifer Ochs, Scott Peterson, Richard Sonnentag, and K. McNeill Taylor.

B. On behalf of Motorola:

1. **Brian Blasius** (may call) (live)

Mr. Blasius maybe called to testify regarding Motorola's licensing practices and licensing history involving standards-essential patents. Mr. Blasius can be contacted through counsel for Motorola.

2. **Kirk Dailey** (will call) (live)

Mr. Dailey will be called to testify regarding Motorola's licensing practices and licensing history involving standards-essential patents, and Motorola's licensing negotiations with Microsoft. Mr. Dailey can be contacted through counsel for Motorola

3. **Jeff Davidson** (will call) (live and/or by deposition)

Mr. Davidson will be called to testify regarding Microsoft's failure to mitigate damages with respect to relocating its EMEA distribution facility. Mr. Davidson can be contacted through counsel for Microsoft.

4. **Jon Devaan** (may call) (live and/or by deposition)

Mr. Devaan may be called to testify regarding Microsoft's lack of irreparable harm resulting from Motorola's alleged conduct with respect to Windows. Mr. Devaan can be contacted through counsel for Microsoft.

5. Garrett Glanz (may call) (live and/or by deposition)

Mr. Glanz may be called to testify regarding MPEG LA. Mr. Glanz can be contacted through counsel for Microsoft.

6. **Horacio Gutierrez** (will call) (live and/or by deposition)

Mr. Gutierrez will be called to testify regarding Motorola's negotiations with Microsoft, Microsoft's licensing practices and licenses, Microsoft's litigation against Motorola, and Microsoft's interoperability program. Mr. Gutierrez can be contacted through counsel for Microsoft.

7. **David Heiner** (will call) (live and/or by deposition)

Mr. Heiner will be called to testify regarding Microsoft's communications with the FTC regarding the availability of injunctions for SEPs, licensing of standards-essential patents and Microsoft's interoperability program. Mr. Heiner can be contacted through counsel for Microsoft.

8. **David Killough** (will call) (live and/or by deposition)

l f	
	Mr. Killough will be called to testify regarding Microsoft's failure to mitigate damages with respect to attorneys' fees and litigation costs. Mr. Killough can be contacted through counsel for Microsoft.
9.	Tim Kowalski (may call) (live)
	Mr. Kowalski may be called to testify regarding Motorola's licensing
	negotiations with Marvell. Mr. Kowalski can be contacted through counsel for Motorola.
10.	Bob Love (will call) (live)
	Mr. Love will be called to testify regarding SSOs and Motorola's participation in them, including the development of the IEEE 802.11 family of wireless networking standards. Mr. Love can be contacted through counsel for Motorola.
11.	Amy Marasco (will call) (live and/or by deposition)
	Ms. Marasco will be called to testify regarding SSOs, Microsoft's
	communications with the FTC regarding the availability of injunctions for SEPs, standards organizations and licensing of standards-essential patents. Ms.
12	Marasco can be contacted through counsel for Microsoft.
12.	Gary Sullivan (may call) (live and/or by deposition)
	Mr. Sullivan may be called to testify regarding standards organizations. Mr. Sullivan can be contacted through counsel for Microsoft.
13.	K. McNeill Taylor, Jr. (may call) (live and/or by deposition)
	Mr. Taylor may be called to testify regarding Motorola's licensing practices involving standards-essential patents. Mr. Taylor can be contacted through
	counsel for Motorola.
14.	David Treadwell (may call) (live and/or by deposition)
	Mr. Treadwell may be called to testify regarding Microsoft's lack of irreparable harm resulting from Motorola's alleged conduct with respect to Windows. Mr.
i	Treadwell can be contacted through counsel for Microsoft.
15.	David Turner (may call) (live and/or by deposition)
ļ	Mr. Turner may be called to testify regarding standards organizations and Microsoft's interoperability program. Mr. Turner can be contacted through
	counsel for Microsoft.
	10. 11. 12. 13.

1 16. Witnesses identified by Microsoft in its pretrial statement from this phase of the 2 case. 3 Motorola reserves the right to introduce deposition testimony of the following individuals: K. McNeill Taylor, Jr., Owen Roberts, Teresa Daly, Jeff Davidson, Garrett Glanz, 4 5 David Killough, Jon Devaan, Horacio Gutierrez, David Heiner, Amy Marasco, Shelly 6 McKinley, Gary Sullivan, David Treadwell, and David Turner. 7 VII. **EXHIBITS** Attached hereto as Exhibit A is Microsoft and Motorola's Joint Exhibit List with 8 9 Stipulations. Exhibits 1 through 3,422 were identified in connection with the November 2012 10 trial in this matter. Exhibits designated by Microsoft for the first time in conjunction with the August 2013 trial begin at Exhibit No. 6000.² Exhibits designated by Motorola for the first 11 time in conjunction with the August 2013 trial begin at Exhibit No. 7000.³ 12 13 VIII. ACTION BY THE COURT 14 (a) This case is scheduled for trial before a jury on August 26, 2013. 15 Jury instructions requested by either party were submitted to the court on July (b) 26, 2013. Suggested questions of either party to be asked of the jury by the court on voir dire 16 shall be submitted to the court on or before 17 18 This order has been approved by the parties as evidenced by the signatures of their counsel. This order shall control the subsequent course of the action unless modified by a 19 20 subsequent order. This order shall not be amended except by order of the court pursuant to agreement of the parties or to prevent manifest injustice. 21 22 The fact that an exhibit appears on Microsoft's exhibit list does not mean that Microsoft concedes the exhibit is necessarily admissible. Microsoft's position with respect to the authenticity or admissibility of Exhibits 1 through 23 1647 appears at Exhibit A to the Parties' October 24, 2012 Pretrial Order (Dkt. No. 493). Certain of the exhibits identified by Microsoft may only be offered if Microsoft's motions in limine and other evidentiary positions are not accepted by the Court. 24 The fact that an exhibit appears on either party's exhibit list does not mean that either party concedes the

25

exhibit is necessarily admissible. Moreover, certain of the exhibits identified by a party may only be offered if the

party's motions in limine and other evidentiary positions are not accepted by the Court.

1	DATED this 29 th day of July, 2013.	
2	CALFO HARRIGAN LEYH & EAKES LLP	SUMMIT LAW GROUP PLLC
3		
4	By /s/ Arthur W. Harrigan, Jr. Arthur W. Harrigan, Jr., WSBA #1751	By <u>/s/ Ralph H. Palumbo</u> Ralph H. Palumbo, WSBA #4751
5	Christopher Wion, WSBA #33207 Shane P. Cramer, WSBA #35099	Philip S. McCune, WSBA #21081 ralphp@summitlaw.com
6	Similar : Granier, Webbit #35077	philm@summitlaw.com
7	T. Andrew Culbert, WSBA #35925	Thomas V. Miller
8	David E. Killough, WSBA #21119 MICROSOFT CORPORATION	MOTOROLA MOBILITY LLC 600 North U.S. Highway 45
9	1 Microsoft Way Redmond, WA 98052	Libertyville, IL 60048-1286
10	Phone: 425-882-8080	(847) 523-2162
11	Fax: 425-869-1327	QUINN EMANUEL URQUHART & SULLIVAN, LLP
	David T. Pritikin	SOLDI VIIIV, EDI
12	Richard A. Cederoth	Kathleen M. Sullivan, NY #1804624
13	Constantine L. Trela, Jr. William H. Baumgartner, Jr.	51 Madison Ave., 22nd Floor
	Ellen S. Robbins	New York, NY 10010 (212) 849-7000
14	Douglas I. Lewis	kathleensullivan@quinnemanuel.com
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	John W. McBride Nathaniel C. Love	Brian C. Cannon, CA #193071
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	One South Dearborn	briancannon@quinnemanuel.com
18	Chicago, IL 60603	4
19	Phone: 312-853-7000	William C. Price, CA #108542
19	Fax: 312-853-7036	865 S. Figueroa Street, 10th Floor
20	Carter G. Phillips	Los Angeles, CA 90017
21	Brian R. Nester	(213) 443-3000 williamprice@quinnemanuel.com
22	SIDLEY AUSTIN LLP	Attorneys for Defendants Motorola Solutions,
23	1501 K Street NW Washington, DC 20005	Inc., Motorola Mobility LLC and General
رے	Telephone: 202-736-8000	Instrument Corp.
24	Fax: 202-736-8711	
25	Counsel for Plaintiff Microsoft Corp.	

IT IS SO ORDERED DONE IN OPEN COURT this __ day of _____, 2013. HONORABLE JAMES L. ROBART

1	CERTIFICATE OF SERVICE
	I, Susie Clifford, swear under penalty of perjury under the laws of the State of
2	Washington to the following:
3	1. I am over the age of 21 and not a party to this action.
4	2. On the 29 th day of July, 2013, I caused the preceding document to be served on
5	counsel of record in the following manner:
6	Attorneys for Motorola Solutions, Inc., and Motorola Mobility, Inc.:
7	and Hotoroia Holinty, Inc.,
8	Ralph Palumbo, WSBA #04751
9	Philip S. McCune, WSBA #21081 Messenger Lynn M. Engel, WSBA #21934 US Mail
10	Summit Law Group Facsimile 315 Fifth Ave. South, Suite 1000 X ECF
11	Seattle, WA 98104-2682
	Telephone: 206-676-7000 Email: <u>Summit1823@summitlaw.com</u>
12	
13	Steven Pepe (pro hac vice) Messenger
14	Jesse J. Jenner (pro hac vice) Ropes & Gray LLP US Mail Facsimile
15	1211 Avenue of the Americas New York, NY 10036-8704 Z ECF
16	Telephone: (212) 596-9046
17	Email: steven.pepe@ropesgray.com Email: jesse.jenner@ropesgray.com
18	
19	Norman H. Beamer (pro hac vice) Ropes & Gray LLP Messenger US Mail
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21	East Palo Alto, CA 94303-2284 X ECF Telephone: (650) 617-4030
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23	
24	
4	

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1	Paul M. Schoenhard (pro hac vice) Ropes & Gray LLP Messenger US Mail
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8	Redwood Shores, CA 94065 Telephone: (650) 801-5000
9	Email: andreaproberts@quinnemanuel.com Email: briancannon@quinnemanuel.com
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11	Kathleen M. Sullivan (pro hac vice) Messenger
12	David Elihu (pro hac vice) Quinn Emanuel Urquhart & Sullivan, LLP US Mail Facsimile
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15	Email: kathleensullivan@quinnemanuel.com
16	William Price (pro hac vice) Messenger
17	Quinn Emanuel Urquhart & Sullivan, LLP US Mail 865 S. Figuera St., 10 th Floor Facsimile
18	Los Angeles, CA 90017 Telephone: (212) 443-3000
19	Email: williamprice@quinnemanuel.com MicrosoftvMotoBreachofRANDCase@quinnemanuel.com
20	
21	DATED this 29th day of July, 2013.
22	
23	s/Susie Clifford SUSIE CLIFFORD
24	
25	

EXHIBIT A

BegDoc
23_0018476
23_0018498 MOTM_WASH1823_0018521
MOTM_WASH1823_0054722 MOTM_WASH1823_0054741
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23_0414160 MOTM_WASH1823_0414160

Joint Trial Exhibit List	

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Description	Email from Sonnentag to Moore with Via Licensing re: 802.11 Patent Licensing	Email from Sonnentag to Coffing & Neil Taylor re: IEEE 802.11 Patent Licensing Program	Email from Moore with Via Licensing to Sonnentag re: 802.11 Licensing	VIA "802.11 (a-j) License Fees" (www.vialicensing.com/licensing/ieee-80211-fees.aspx)		[Native version] Motorola 802.11 Technology Preliminary Valuation Assumptions 2004	[Redacted] Email from Brewer to Sonnentag re: D-Link with attached D-Link 11-17-2003 Letter re licensing discussions	Email from Sonnentag to Brewer et al. re Letter to Atheros with attached 12/15/2003 Letter from Sonnentag to Busby re Atheros licensing	Email from Sonnentag to Brewer re: Motorola/Netgear Licensing discussions	Licensing Opportunity: 802.1 lb/WLAN APs 2003	Microsoft's Fifth Amended Rule 30(b)(6) Notice of Deposition of Motorola Mobility, Inc.	Intecap "802.11 STAMP Support" 2003	[Native version] Motorola 802.11 Technology Preliminary Valuation Assumptions 2004	[Redacted] Email from Curtis to Brewer et al re Gateway Valuation spreadsheet	Email from Curtis to Ick et al re 802.11 embedded recalculation	[Redacted] Motorola "STAMP Submission Template" 2002	Motorola "STAMP 36/03 For 802.11 Licensing" 2003	AVC Patent Portfolio License between MPEG LA and Google (executed version) (w/ 2/01/2005 AVC Attachment 1)	Letter from Cramer to Perlson re Microsoft-Google AVC/H.264 Patent Portfolio License, including Exhibit A - Executed AVC Patent Portfolio License	Google SEC Form 8-K	Email from Crone to Rodriguez re MPEG LA licensing provisions and follow up	of Motorola	Lo, Allen "A Need for Intervention: Keeping Competition Alive in the Networking Industry in the Face of Increasing Patent Assertions Against Standards" 2002
<u>EndDoc</u>	MOTM_WASH1823_0414214	MOTM_WASH1823_0394766	MOTM_WASH1823_0414119	MS-MOTO_1823_00005196293	MOTM_WASH1823_0420720	MOTM_WASH1823_0414286	MOTM_WASH1823_0413994	MOTM_WASH1823_0413996	MOTM_WASH1823_0414077	MOTM_WASH1823_0414285	N/A	CRA_001319	CRA_001735	MOTM_WASH1823_0420821	MOTM_WASH1823_0497350	MOTM_WASH1823_0505115	MOTM_WASH1823_0414579	GGMM-00000328	MPEG LA-000031	N/A	GGMM-00015515	GGMM-00003016	N/A
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Description	Guidelines for Implementation of the Common Patent Policy for ITU-T/ITU/ISO/IEC (2007)	Case COMP/M.6381 Google/Motorola: Overview of FRAND Commitments 2012	Letter from Lo to Toure re Google acquisition of Motorola	Letter from Lo to Romero re Google acquisition of Motorola	Letter from Lach to Lo re Google Patent Assurance to IEEE and Implementers	Letter from Saro to Lo re Google acquisition of Motorola	Email from Glanz to Codecs IP Strategy re Summary of H.264/AVC Licensing Situation	[Redacted] Email from Glanz to Eppenauer et al re Update on July 15th issuance of AVC License	Email from Glanz to Hausmann re MPEG caps for next gen dvd	Motorola's Supplemental Response to Microsoft's First Set of Interrogatories (No. 3) (w. Exhibits)	IEEE Letter of Assurance for Essential Patent Claims	ITU-T Patent Statement and Licensing Declaration	IEEE "IEEE 802.11 Patent Pool Exploratory Forum Launched" (http://standards.ieee.org/news/2012/802pat.html)	IEEE 802.11 Standards 2012	Memorandum from Wang and Luthra re Trip Report- JVT Meeting in Geneva 01/29/2002 - 02/01/2002	[Sealed] Initial Determination (ITC Inv. No. 337-TA-752)	[Redacted] Complainant Motorola's Reply Post-Hearing Statement (ITC Inv. No. 337-TA-752)	[Redacted] Complainant Motorola's Post-Hearing Statement (ITC Inv. No. 337-TA-752)	IEEE P 802.11 Working Group Membership Lists (www.ieee802.org/11/Voters/votingmembers.htm)	IEEE, Official IEEE 802.11 Working Group Project Timelines 8/10/2012 (http://www.ieee802.org/11/Reports/802.11_Timelines.htm)	Letter of Assurance from Nokia to IEEE for Essential Patent Claims, Nokia Corporation 802.11	Motorola Mobility and General Instrument Responses to Microsoft's Third Set of Interrogatories and Eighth Set of Requests for Production (w. Exhibits)	Motorola Solutions Responses to Microsoft's Third Set of Interrogatories and Eighth Set of Requests for Production (w. Exhibits)
EndDoc	MOTM_WASH1823_0053643	GGMM-00019409	GGMM-00019620	GGMM-00019566	SUPP-GGMM-00000015	SUPP-GGMM-00000002	MS-MOTO_1823_00002353091	MS-MOTO_1823_00002353962	MS-MOTO_1823_00002353731	N/A	N/A	N/A	MS-MOTO_1823_00005245696	MS-MOTO_1823_00002456908	MOTM_WASH1823_0193793	N/A	MS-MOTO_1823_00004073707	MS-MOTO_1823_00004073757	MS-MOTO_1823_00005242688	MS-MOTO_1823_00005242664	MS-MOTO_1823_00005242712	N/A	N/A
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ı, Inc.,	
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Joint Trial Exhibit List

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Description	Summary Judgment Order (signed 1/16/2012), Apple Inc. v. Motorola, No. 11-cv-08540, N.D. Illinois (Dkt. 526)	MPEG LA essential patent list, "AVC Attachment 1," Rev. as of $5/07/2012$	MPEG-LA Essentiality Categorization, AVC Patent Portfolio License Cross-Reference Chart	General Instruments v. Microsoft, Case No. 2 O 240/11, Manheim Regional Court, Complaint (English translation)		Microsoft's nullity action M32026NP1, regarding EP 0538667	Federal Trade Commission, "To Promote Innovation: The Balance Of Competition And Patent Law And Policy," October 2003	Swanson, Daniel G. and William J. Baumol, "Reasonable and Nondiscriminatory (RAND) Royalties, Standards Selection, and Control of Market Power," Antitrust Law Journal, 73, 2005	Farrell, Joseph, et al, "Standard setting, patents, and hold-up," Antitrust Law Journal, 74, 2007	Klein, Benjamin, et al, "Vertical Integration, Appropriable Rents, and the Competitive Contracting Process," October 1978, Journal of Law and Economics (21) 2: pp. 297-326.	Biddle, Brad, et al, "How Many Standards in a Laptop? (And Other Empirical Questions)," (September 10, 2010)	Lemley, Mark A., "Intellectual Property Rights and Standard Setting Organizations," California Law Review, Vol. 90 (2002)	ISO/IEC Directives, "Procedures for the technical work", Part 1, Ninth Edition, 2012	Lemley, Mark A. and Carl Shapiro, "Patent Holdup and Royalty Stacking," Texas Law Review Vol. 85 (2007)	ETSI GA ahg on IPR Review #1, "Proposal for IPR Policy Reform", Munich, January 10-11, 2006; ETSI GA/IPRR01(06)08 (Sources: Ericsson, Motorola, Nokia)	US Department of Justice and the Federal Trade Commission, "Antitrust Guidelines for the Licensing of Intellectual Property," April 6, 1995 (http://www.ftc.gov/bc/0558.pdf), accessed June 12, 2012	ETSI GA ahg on IPR Review #5, "FRAND commitment in Collective Licensing Arrangements, Patent Pools etc", Sophia Antipolis, June 22-23, 2006; ETSI GA/IPRR05(06)08 rev. 1 (Sources: Alcatel, Ericsson, France Telecom/Orange, KPN, Motorola, Nokia, Siemens, T -Mobile)
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Joint Trial Exhibit List

Dated: July 29, 2013

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Dispute Authenticity and Admissibility?													
Stipulate to Authenticity but not Admissibility?	×	X	X	X	X	X	X	X	X	X	X	X	X
Stipulate to Admissibility?													
<u>DocDate</u>	3/00/2011	6/6/2012	6/00/2004	12/5/2000	5/2/1997	4/00/2007	9/12/2007	4/00/2011	9/00/2007				
Description	Federal Trade Commission, "The Evolving IP Marketplace: Aligning Patent Notice and Remedies with Competition," March 2011	Third Party United States Federal Trade Commission's Statement on the Public Interest re: ITC No. 337-TA-752	Lerner, Josh, and Jean Tirole, "Efficient Patent Pools," American Economic Review (June 2004)	Clark, Jeanne, et al, "Patent Pools: A Solution to the Problem of Access in Biotechnology Patents?" United States Patent and Trademark Office (December 5, 2000)	Klein, Joel I., "An Address to the American Intellectual Property 5/2/1997 Law Association, on the Subject of Cross-Licensing and Antitrust Law," (May 2, 1997)	the Federal Trade Commission, tellectual Property Rights: npetition" (April 2007,	Gvozden, Goran, et al, Miran Gosta and Sonja Grgic, "Comparison of H.264/AVC and MPEG-4 ASP coding techniques designed for mobile Appls using objective quality assessment methods," ELMAR 2007 (September 12 - 14, 2007)	Vetro, Anthony, et al, "Overview of the Stereo and Multiview Video Coding Extensions of the H.264 / MPEG-4 AVC Standard," Proceedings of the IEEE 99 Issue 4 (April 2011)	Schwarz, Heiko, et al, "Overview of the Scalable Video Coding Extension of the H.264 / AVC Standard," IEEE Transactions on Circuits and Systems for Video Technology 17 Issue 9 (Sept 2007)	Motorola Solutions "TIMELINE" (http://www.motorolasolutions.com/USEN/About/Company+Overview/History/Timeline)	Motorola Mobility "Company Profile" (http://www.motorola.com/Consumers/USEN/About_Motorola/Corporate_Overview)	Gartner "Gartner Says Worldwide PC Shipments in Fourth Quarter of 2011 Declined 1.4 Percent; Year-End Shipments Increased 0.5 Percent (http://www.gartner.com/it/page.jsp?id=1893523)	International Data Corporation "PC Market Stumbles on HDD Shortage While U.S. Market Sees Worst Annual Growth Since 2001, According to IDC" (http://www.idc.com/getdoc.jsp?containerId=prUS23261412)
EndDoc	MS-MOTO_1823_00002304561	MS-MOTO_1823_00004081169	MS-MOTO_1823_00005246649	MS-MOTO_1823_00002372002	MS-MOTO_1823_00004080529	MS-MOTO_1823_00002311221	MS-MOTO_1823_00004080554	MS-MOTO_1823_00000158248	MS-MOTO_1823_00004080572	MS-MOTO_1823_00004080616	MS-MOTO_1823_00004079557	MS-MOTO_1823_00004079565	MS-MOTO_1823_00004079570
BegDoc	MS-MOTO_1823_00002304253	MS-MOTO_1823_00004081164	MS-MOTO_1823_00005246627	MS-MOTO_1823_00002371986	MS-MOTO_1823_00004080508	MS-MOTO_1823_00002311011	MS-MOTO_1823_00004080551	MS-MOTO_1823_00000158234	MS-MOTO_1823_00004080555	MS-MOTO_1823_00004080609	MS-MOTO_1823_00004079553	MS-MOTO_1823_00004079560	MS-MOTO_1823_00004079566
Witness													
Date Admitted													
<u>Date</u> Offered													
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Dispute Authenticity and Admissibility?					×							
Stipulate to Authenticity but not Admissibility?	X	X	×	X		×	X	X	X	X	X	X
Stipulate to Admissibility?												
DocDate		7/18/2012				6/30/2011					4/21/2005	4/21/2005
Description	Best Buy "Laptop & Netbook Computers" (http://www.bestbuy.com/site/olstemplatemapper.jsp?id=pcat17 080&type=page&qp=q70726f63657373696e6774696d653a3e31 3930302d30312d3031~~cabcat0500000%23%230%23%2311a ~~cabcat0502000%23%230%23%230&list=y&nrp=97≻=abC omputerSP&sp=- currentprice+skuid&usc=abcat0500000&st=processingtime%3A %3E1900-01-01&gf=y)	Microsoft "Compare Windows" (http://windows.microsoft.com/en-US/windows7/products/compare), accessed July 18, 2012	Bluetooth "Board of Directors" (http://www.bluetooth.com/pages/Board-of-Directors.aspx, accessed August 9, 2012)	Case, Loyd. "All About Video Codecs and Containers." PCWorld, December 14, 2010 (http://www.pcworld.com/article/213612/all_about_video_code cs_and_containers.html, accessed June 19, 2012)	10/30/2006 Letter from Barnett to Skitol RE US Department of Justice Business Review Letters to VITA http://www.justice.gov/atr/public/busreview/219380.pdf	International Telecommunications Union, "H.264 Recommendation" (http://www.itu.int/rec/T-REC-H.264-201003-S/en), accessed June 30, 2011	6/26/1997 Letter (Fax) from Klein to Beeney re: antitrust enforcement by Department of Justice	Microsoft "Xbox 360 4GB Console - What You Get" (http://www.xbox.com/en-US/Xbox360/Consoles/Systems/Xbox3604GB), accessed June 30, 2011 (CX-23 Inv. No. 337-TA-752)	Via Licensing, "802.11 (a-j) Licensors, " Via Licensing website (http://www.vialicensing.com/licensing/ieee-80211-licensors.aspx, accessed June 30, 2011)	IEEE Standards Board Operations Manual 1994	Motorola Letter of Assurance for Essential Patents re: Amendment to IEEE 802.11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) specifications: Radio Resource Measurement of Wireless LANs	Motorola Letter of Assurance for Essential Patents re: Amendment to IEEE 802.11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) specifications: Extended Service Set (ESS) Mesh Networking
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BegDoc	MS-MOTO_1823_00004079571	MS-MOTO_1823_00004079599	MS-MOTO_1823_00004081170	MOTM_WASH1823_0601838	MS-MOTO_1823_00002292449	MS-MOTO_1823_00004049470	MOTM_WASH1823_0604809	MOTM_ITC_0023110	MS-MOTO_1823_00004080778	MS-MOTO_1823_00005246467	MOTM_WASH1823_0000016	MOTM_WASH1823_0000025
Witness												
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<u>Date</u> Offered												
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Joint Trial Exhibit List

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Dispute Authenticity and Admissibility?			X													X				
Stipulate to Authenticity but not Admissibility?	×	×		X	×	X	X	×	X	X	X	X	×	X	X		X	X	X	×
Stipulate to Admissibility?																				
DocDate	8/11/2006	8/11/2006	7/31/2003	1/10/2011	6/15/2004						11/21/2003	8/27/2003	2/3/2012	11/7/2003	1/15/2001	1/15/2001	3/14/2001	3/14/2001	6/30/2011	00/00/2011
Description	Motorola Letter of Assurance for Essential Patents re: Amendment to IEEE 802.11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) specifications: Wireless Internetworking with External Networks	Motorola Letter of Assurance for Essential Patents re: Amendment to IEEE 802.11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) specifications: Wireless Network Management	Handwritten Notes re MPEG LA AVC Meeting	MPEG LA AVC Patent Portfolio License Briefing Presentation	Agreement Among Licensors Regarding the AVC Standard (executed version)	MPEG LA H.264 Pool (Schedule 3 to Lynde Opening Report)	Specific Patent Declarations to ITU other than MPEG LA (Schedule 4 to Lynde Opening Report)	Patent Holders Outside of MPEG LA That Made Blanket Declarations to ITU-T (Schedule 5 to Lynde 7/24/12 Opening Report)	Other Companies That Have Submitted Patent Letters to IEEE (Excluding Motorola, Microsoft and Via Licensing Pool) Without Listing Any Specific Patent (Schedule 9.b to Lynde 7/24/12 Opening Report)	Licenses to the Via Licensing Pool (Schedule 14 to Lynde 7/24/12 Opening Report)	Email from Ott to Luthra re: attached press release	Email from Bartusiak to Liaw re: Essential Patent License with Motorola	Letter from MPEGLA to AVC Licensor RE 2012 and 2013 calculation made by MPEG LA pursuant to Section 5.1.3 of the AVC Agreement Among Licensors	Email from Horn to Bawel - Re: Draft Press Release	Letter of Assurance for AT&T	Letter from Calderbank to Kerry re: Intellectual Property Rights Relating to IEEE 802.11 Enhanced MAC Task Group	Letter of Assurance for Atheros Communications	Letter from Tachner to Kerry Re: Royalty-free Patent License Assurance Regarding Atheros Proposal for Virtual Distributed Coordination Function (VDCF) As Embodied in Document Number 802.11-01/131	Microsoft Corporation 10-K for the Fiscal Year Ended June 30, 2011	Motorola Solutions 2011 Annual Report
EndDoc	MOTM_WASH1823_0000030	MOTM_WASH1823_0000032	MS-MOTO_1823_00003927615	MPEG LA 000294	MPEG-MOT_00000090	N/A	N/A	N/A	N/A	N/A	MPEG-MOT_00000337	MOTM_WASH1823_0021338	MS-MOTO_1823_00004056491	MS-MOTO_1823_00002353357	MS-MOTO_1823_00004079442	MS-MOTO_1823_00004079444	MS-MOTO_1823_00004079445	MS-MOTO_1823_00004079446	MS-MOTO_1823_00004079740	MS-MOTO_1823_00004079871
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Description	Google Inc. 10-K for the fiscal year ended December 31, 2011	Total Estimated Worldwide License/Unit Count for Microsoft, November 2005 - May 2012	Total Estimated Worldwide Revenue for Microsoft, November 2005 - May 2012	search in Motion Limited, For the Fiscal Year 012	Response to Qualcom's contributions opposing the Minimum Change Optimum Impact (MCOI) Approach, September 7-8, 2006	Response to Qualcom's contributions opposing the Minimum Change Optimum Impact (MCOI) Approach, "FRAND commitment in Collective Licensing Arrangements, Patent Pools, etc.", June 22-23, 2006	Hesseldahl, Arik, "Consumer Elctronics Teardowns," Yahoo! Finance (2009), available at http://finance.yahoo.com/news/pf_article_107263.html	Letter of Assurance for NDS to the IEEE, Part 11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) Specifications - Amendment MAC enhancements for robust audio video streaming	Letter from Apple to ETSI affirming its FRAND commitments	Letter from Cisco to ETSI re: 11/11/2011 Letter from Apple to ETSI	Microsoft "Microsoft's Support for Industry Standards," Legal and Corporate Affairs Section, Feb. 8, 2012	Motorola Inc. SEC Form 10-K for year ended December 31, 2006	DOJ press release "Statement of the Department of Justice's Antitrust Division on Its Decision to Close Its Investigations of Google Inc.'s Acquisition of Motorola Mobility Holdings Inc., and the Acquisition of Certain Patents by Apple Inc., Microsoft Corp. and Research in Motion Ltd."	IEEE Standards Board Bylaws December 1993 (Exhibit 3 to Wion Declaration in Support of Microsoft's Motion for Summary Judgment of Breach of Contract)	IEEE-SA Standards Board Bylaws January 2005 (Exhibit 5 to Wion Declaration in Support of Microsoft's Motion for Summary Judgment of Breach of Contract)	IEEE-SA Standards Board Bylaws Feburary 2006 (Exhibit 6 to Wion Declaration in Support of Microsoft's Motion for Summary Judgment of Breach of Contract)
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DocDate		12/21/2004	3/19/2007	7/25/2012	6/19/2012	6/7/2012	6/8/2012
Description	ANSI Response to Request for Information Re: Federal Agencies' Participation in Standards and Conformity Assessment Issues (http://www.ftc.gov/os/comments/patentstandardworkshop/0000 6-60456.pdf) (Exhibit 7 to Wion Declaration in Support of Microsoft's Motion for Summary Judgment of Breach of Contract)	American National Standard (ANS) Formal Submittal Checklist (Exhibit 10 to Wion Declaration in Support of Microsoft's Motion for Summary Judgment of Breach of Contract)	International Organization for Standardization News Release, "IEC, ISO and ITU, the world's leading developers of International Standards, agree on common patent Policy" ((http://www.iso.org/iso/pressrelease.htm?refid=Ref1052) (Exhibit 20 to Wion Declaration in Support of Microsoft's Motion for Summary Judgment of Breach of Contract)	Motorola's Motion for Further Expedition of Appeal of Preliminary Injunction, Microsoft v. Motorola et al, No. 12-35352, 9th Circuit (Exhibit 1 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Senator Lee Letter to Honorable Deanna Okun re: ITC Inv. Nos. 337-TA-752 and 337-TA-745 (Exhibit 3 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court), available at http://www.lee.senate.gov/public/index.cfm/files/serve?File_id=c16a56d5-d03d-401c-a048-eedbd5037c5a	Letter from Chairman Smith to the Honorable Deanna Okun re: ITC Inv. No. 337-TA-752 (Exhibit 4 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Congressman Issa to the Honorable Deanna Okun re: ITC Inv. No. 337-TA-752 (Exhibit 5 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)
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DocDate	6/8/2012	6/8/2012	6/13/2012	6/6/2012	6/7/2012	6/8/2012	3/14/2012
<u>Description</u>	Statement Regarding the Public Interest by Non-Party Intel Corporation re: ITC Inv. No. 337-TA-752 (Exhibit 6 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Flinn to the Honorable Lisa R. Barton re: ITC Inv. No. 337-TA-752 (Exhibit 7 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from IBM to the Honorable Lisa R. Barton re: ITC Inv. No. 337-TA-752 (Exhibit 8 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Statement Regarding the Public Interest by Non-Party Hewlett-Packard Company re: ITC Inv. No. 337-TA-752 (Exhibit 9 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Lang to Honorable Lisa R. Barton re: ITC Inv. Nos. 337-TA-752 and 337-TA-745 (Exhibit 10 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Davis to the Honorable Lisa Barton re: ITC Inv. No. 337-TA-752 (Exhibit 11 to Wion Declaration in Support of Microsoft's Opposition to Motorola's Motion for Partial Summary Judgment Dismissing Microsoft's Claim for a RAND Patent License Agreement to the Determined Ab Initio by the Court)	Letter from Harrigan to Palumbo re: Microsoft v. Motorola - Case No. 10-1823 (SER 194 from Supplemental Excerpts of Record for Case No. 12-35352 in US Court of Appeals for the 9th Circuit (Exhibit 2 to the Declaration of Christopher Wion in Support of Microsoft's Motion for TRO and Preliminary Injunction))
EndDoc	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Beg Doc	N/A	N/A	N/A	N/A	N/A		N/A
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DocDate	` '	8/15/2011	9/18/2009	4/9/2008					2/18/2011	2/18/2011	3/30/2011	9/30/2011
Description	Letter from Jenner to Harrigan RE Microsoft Corp. V. Motorola, Inc., et al., Case No. 10-1823 (SER 196 from Supplemental Excerpts of Record for Case no 12-35352 in US Court of Appeals for the 9th Circuit (Exhibit 3 to the Declaration of Christopher Wion in Support of Microsoft's Motion for TRO and Preliminary Injunction))	Best Buy Website; List of Laptop and Netbook Computers with Windows 7 Home Premium (Exhibit 7 to Wion Declaration in Support of Microsoft's Motion for Partial Summary Judgment)	Motorola, Inc.'s Answer, Affirmative Defenses, and Counterclaims to Wi-Lan, Inc.'s Third Amended Complaint, Wi-Lan, Inc. v. Research in Motion, No. 2:08-cv-247, E.D. Texas (Exhibit 9 to Wion Declaration in Support of Microsoft's Motion for Partial Summary Judgment)	Declaration of Brian Blasius re: Motorola Motion to Dismiss/ Stay Antitrust and Contract Claims, etc., Research in Motion v. Motorola, No. 3:08-cv-0284, N.D. Texas (Exhibit 10 to Wion Declaration in Support of Microsoft's Motion for Partial Summary Judgment)	Excerpt from Standards Development Patent Policy Manual (Exhibit 13 to Wion Declaration in Support of Microsoft's Motion for Partial Summary Judgment)	VIA Licensing "FAQs" (http://www.vialicensing.com/about/faq.aspx (Exhibit 17 to Wion Declaration in Support of Microsoft's Motion for Partial Summary Judgment))	Excerpt from "Accredited Standards Developers" from the American National Standards Institute website, 09/28/2011 (Exhibit 2 to Cramer Declaration in Support of Microsoft's Motion for Partial Summary Judgment, Dkt 97)	ANSI Patent Policy, Revised 2008 (Exhibit 3 to Cramer Declaration in Support of Microsoft's Motion for Partial Summary Judgment, Dkt 97)	Motorola Mobility's Responses to Microsoft's First Set of Interrogatories and Requests for Production	Motorola Solutions' Responses to Microsoft's First Set of Interrogatories and Request for Production	Motorola Mobility, Inc. and General Instrument Corporation's Responses to Microsoft Corporation's First Set of Interrogatories	Motorola Mobility, Inc. and General Instrument Corporation's Supplemental Response to Microsoft's Interrogatory No. 11
EndDoc	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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1266			N/A	N/A	Motorola Mobility's Supplemental Responses to Microsoft's First Set of Interrogatories and Requests for Production (Nos. 1, 2, 4, 8)	10/27/2011		×	
1267			N/A	N/A	Motorola Mobility's Second Supplemental Responses to Microsoft's First Set of Interrogatories (Nos. 1, 7, 9, 11)	11/8/2011		X	
1268			N/A	N/A	Defendant Motorola's Third Supplemental Responses to Plaintiff Microsoft Corporation's First Set of Interrogatories (Nos. 1 and 4)	4/13/2012		X	
1269			N/A	N/A	Motorola Solutions Responses to Microsoft's Second Set Of Interrogatories And Seventh Set Of Requests For Production	7/18/2012		×	se 2:10
1270			N/A	N/A	Motorola Solutions, Inc.'s Supplemental Response to Microsoft's Interrogatory No. 16	s 8/17/2012		×	
1271			N/A	N/A	Motorola Mobility's Third Supplemental Response To Microsoft Corporation's First Set Of Interrogatories (No. 1)	8/17/2012		×	1023-1
1272			N/A	N/A	Motorola Mobility's Supplemental Responses To Microsoft's Interrogatory Nos. 9-12	8/17/2012		X	
1273			N/A	N/A	Motorola Mobility's Supplemental Response To Microsoft's Interrogatory No. 16	8/17/2012		×	
1274			N/A	N/A	Motorola Solutions' Supplemental Responses To Microsoft's Interrogatory Nos. 11-12	8/17/2012		X	E
1406			MS-MOTO_1823_00004079305	MS-MOTO_1823_00004079309	Notice of Commission Decision Finding No Violation of Section 337 as to Three Patents and Remanding the Investigation to the ALJ as to One Patent (ITC Investigation No. 337-TA-745)	8/24/2012		X	OUZ FIIEU
1407			MS-MOTO_1823_00002456909	MS-MOTO_1823_00002456909	Heiman, Fred et al., Symbol Technologies, Inc. Intellectual Property Statement on the Symbol Proposals, IEEE, 11/08/1993	11/8/1993		×	07/29/
1408			N/A	N/A	Bott, E. "Windows 7 Inside Out", Microsoft Press 2010				X
1409			N/A	N/A	Russinovich, M. "Windows Internal Part 1", Microsoft Press, 6th Ed., 2012	ц			X
1413			MS-MOTO_1823_00002274196	MS-MOTO_1823_00002274205	Letter from Mills to Clark RE Patent Standards Workshop, Project No. P11 1204 (RRX 123C from ITC 337-TA-752)	8/5/2011			×
1414			N/A		Request for Comments and Announcement of Workshop on Standard-Setting Issues, FTC, Fed. Reg. 28036, Vol. 76, No. 93 (May 13, 2011)	5/13/2011		X	
1415			MOTM_WASH1823_0602241	MOTM_WASH1823_0602241	Motorola Spreadsheet detailing H.264 Royalty Units			X	
1416			MOTW WASH1825_0602242	MOTM WASH1823_0602242	Motorola Spreadsheet detailing 802.11 Units Motorola Survadebaat datailing 802 11 and 11 264 colog (1)			X	
1417			MOTM_WASH1823_060246	MOTM WASHI823_0002243	Motorola Spreadsheet detailing H.264 Revenue			× ×	
1419			MOTM_WASH1823_0602247	MOTM_WASH1823_0602247	Motorola Spreadsheet detailing 802.11 and H.264 Products			X	
1420			MOTM_WASH1823_0602248	MOTM_WASH1823_0602248	Motorola Spreadsheet detailing H.264 Support			X	
1421			MOTM_WASH1823_0602249	MOTM_WASH1823_0602249	Motorola Spreadsheet detailing 802.11 and H.264 sales (2)			X	

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Description	Motorola Spreadsheet detailing Mesh Sales (data as of 7/10/2012)	Motorola Spreadsheet detailing Mesh Sales	Motorola Spreadsheet detailing Sales	Motorola Spreadsheet detailing Revenue	Motorola Spreadsheet detailing Shipments (1)	Motorola Spreadsheet detailing Shipments (2)	Spreadsheet reflecting 2003-2010 U.S. and Global financial data for Mobile Devices Segment (CX-684C; ITC Inv. No. 337-TA-752)	Spreadsheet reflecting U.S. revenues and units sold for Motorola/MMI (CX-702C; ITC Inv. No. 377-TA-752)	Spreadsheet reflecting global manufacturing costs for the Droid X and Droid 2 (CX-689C; ITC Inv. No. 337-TA-752)	Claim Construction Order, <u>Microsoft v. Motorola</u> , No. C10-1823-JLR, W.D. Washington (Dkt. 258)	re: General Instrument	Motorola Letter of Assurance for IEEE 802.16e (CX-602 337-TA-752)	IEEE Standards Board Bylaws December 1992		IEEE Standards Board Bylaws December 1995		IEEE-SA Standards Board Bylaws January 1998				20	3	04			308		11			ITU "General Patent Statement and Licensing Declaration Form for ITU-T/ITU-R Reccomendation" 2007	Guidelines for Implementation of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC (2012)	e 802.11 Task Group E
EndDoc	MOTS_1823_0151430	MOTS_1823_0151431	MOTS_1823_0151435	MOTS_1823_0151436	MOTS_1823_0151468	MOTS_1823_0151469	MOTM_ITC 0692735	MOTM_ITC 0692764	MOTM_ITC 0690611	N/A	MS-MOTO_1823_00005240070	MOTM_ITC 0695370	IEEE-MI-MO-028675	IEEE-MI-MO-028708	IEEE-MI-MO-028725	IEEE-MI-MO-028742	IEEE-MI-MO-028836	IEEE-MI-MO-028851	IEEE-MI-MO-028935	IEEE-MI-MO-028758	IEEE-MI-MO-028943	IEEE-MI-MO-028783	IEEE-MI-MO-028859	IEEE-MI-MO-028642	IEEE-MI-MO-028900	IEEE-MI-MO-028775	IEEE-MI-MO-028918	IEEE-MI-MO-028819	MS-MOTO_1823_00004073100	MS-MOTO_1823_00004078905	MOTM_WASH1823_0092841	MOTM_WASH1823_0602824	MOTM_WASH1823_0323111
Witness BegDoc	MOTS_1823_0151430	MOTS_1823_0151431	MOTS_1823_0151435	MOTS_1823_0151436	MOTS_1823_0151468	MOTS_1823_0151469	MOTM_ITC 0692735	MOTM_ITC 0692764	MOTM_ITC 0690611	N/A	MS-MOTO_1823_00005240063	MOTM_ITC 0695368	IEEE-MI-MO-028663	IEEE-MI-MO-028693	IEEE-MI-MO-028709	IEEE-MI-MO-028726	IEEE-MI-MO-028820	IEEE-MI-MO-028837	IEEE-MI-MO-028919	IEEE-MI-MO-028743	IEEE-MI-MO-028936	IEEE-MI-MO-028776	IEEE-MI-MO-028852	IEEE-MI-MO-028625	IEEE-MI-MO-028883	IEEE-MI-MO-028759	IEEE-MI-MO-028901	IEEE-MI-MO-028799	MS-MOTO_1823_00004073080	MS-MOTO_1823_00004078904	MOTM_WASH1823_0092840	MOTM_WASH1823_0602801	MOTM_WASH1823_0323111
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Description	Verified Complaint, as Amended, of Motorola Mobility Inc. and General Instruments Corp, ITC Inv. No. 337-TA-752	Complaint for Patent Infringement, Motorola Mobility et al v. Microsoft Corp, No. 10-cv-700, W.D. Wisconsin (Dkt. 1)	Complaint for Patent Infringement, Motorola Mobility et al v. Microsoft Corp, No. 10-cv-699, W. D. Wisconsin (Dkt. 1)	MPEG LA "Meeting of AVC Essential IP Holders" 2003		MPEG LA "MPEG LA Announces Terms of Joint H.264/MPEG-4 AVC Patent License" 11/17/2003	AVC Licensing Strategy Agenda	Summary Exhibit: ENTITIES THAT SUBMITTED "BLANKET" LETTERS OF ASSURANCE TO IEEE REGARDING 802.11	Summary Exhibit: Entities That Participated in 802.11 Standard Setting Process	scott, "Standard Setting, Patents, & Access Locknising & the Theory of the Firm" 40 Ind. L. Rev.	Email from Ochs to Kowalski re Licensing discussions (CX-789C; ITC Inv. No. 337-TA-752)	Letter from Sonnentag to Nishioka re Licensing of Motorola intellectual property related to 802.11 (CX-788C; ITC Inv. No. 337-TA-752)	ETSI "CLA + MCOI, Standards for Business, Alcatel, Ericsson, KPN, Motorola, Nokia, France Telecom/Orange, Siemens, T-Mobile"	ETSI IPR Policy Reform, Minimum Change Optimum Impact, Expanded Proposal by Ericsson, Motorola and Nokia 2006	Letter from Yang to Motorola re: Motorola's Intellectual Property Statement to IEEE 802.11 (RX-367C; ITC Inv. No. 337-TA-752)	Letter from Kowalski to Yang re Motorola Mobility, Inc.'s 802.11 Essential Patent Licensing Program (RX-368C 337-TA-752)	Letter from Yang to Smith re Motorola Mobility, Inc.'s Asserted Wireless Networking Patents (CX-819C; ITC Inv. No. 337-TA-752)	Letter from Yang to Kowalski re Motorola Mobility, Inc.'s 802.11 Essential Patent Licensing Program (RRX-89C; ITC Inv. No. 337-TA-752)
EndDoc		MS-MOTO_1823_00004079368	N/A	MS-MOTO_1823_00003927563	MS-MOTO_1823_00003927630	MS-MOTO_1823_00002353109	MS-MOTO_1823_00002347147	N/A	N/A	MS-MOTO_1823_00002280543	MS-MOTO_1823_00004080449	MS-MOTO_1823_00004080452	MOTM_WASH1823_0421105	MOTM_WASH1823_0421027	MS-MOTO_1823_00004080453	MS-MOTO_1823_00004080457	MS-MOTO_1823_00004078989	MS-MOTO_1823_00004080482
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	Email from Kowalski to Ochs re Licensing discussions (CX-817C; Inv. No. 337-TA-752)	Email from Ochs to Kowalski re Licensing discussions (CX-821C; Inv. No. 337-TA-752)	ft Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Second nent (executed version) (RRX-100C; ITC Inv. No. 337-	IA-/32)	ft Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Third nent (executed version) (RRX-101C; ITC Inv. No. 337-	ft Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Third nent (executed version) (RRX-101C; ITC Inv. No. 337-mendment to Component Development and Purchase ant between Microsoft and Marvell 2004 (RRX-102C; No. 337-TA-752)	ft Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Third nent (executed version) (RRX-101C; ITC Inv. No. 337-mendment to Component Development and Purchase ant between Microsoft and Marvell 2004 (RRX-102C; No. 337-TA-752) ft Master Development Services and Purchase ant between Microsoft and Marvell Semiconductor et al tted version) (RRX-103C; ITC Inv. No. 337-TA-752)	ft Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Third nent (executed version) (RRX-101C; ITC Inv. No. 337-mendment to Component Development and Purchase int between Microsoft and Marvell 2004 (RRX-102C; No. 337-TA-752) ft Master Development Services and Purchase int between Microsoft and Marvell Semiconductor et al tted version) (RRX-103C; ITC Inv. No. 337-TA-752) ft Master Development Services and Purchase int, eff. 4/13/2009, Exhibit Set & Amendment to int (executed version) (RRX-104C; ITC Inv. No. 337-	Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Third nent (executed version) (RRX-101C; ITC Inv. No. 337-mendment to Component Development and Purchase ant between Microsoft and Marvell 2004 (RRX-102C; No. 337-TA-752) it Master Development Services and Purchase ant between Microsoft and Marvell Semiconductor et al uted version) (RRX-103C; ITC Inv. No. 337-TA-752) it Master Development Services and Purchase ant (executed version) (RRX-104C; ITC Inv. No. 337-TA-752) it Component Purchase Agreement between Microsoft vell, eff. 4/13/2009, Exhibit A - Microsoft Product, nes and Prices (RRX-105C; ITC Inv. No. 337-TA-752)	The Component Development and Purchase Agreement Microsoft and Marvell et al (eff. 11/30/2004), Third nent (executed version) (RRX-101C; ITC Inv. No. 337-mendment to Component Development and Purchase and between Microsoft and Marvell 2004 (RRX-102C; No. 337-TA-752) The Master Development Services and Purchase and between Microsoft and Marvell Semiconductor et al sted version) (RRX-103C; ITC Inv. No. 337-TA-752) The Master Development Services and Purchase and version) (RRX-104C; ITC Inv. No. 337-TA-752) The Component Purchase Agreement between Microsoft vell, eff. 4/13/2009, Exhibit A - Microsoft Product, nes and Prices (RRX-105C; ITC Inv. No. 337-TA-752) ent Development and Purchase Agreement Microsoft vell Semiconductor 2005 (RRX-98C 337-TA-752)	al al		al al al	2) t t 2	
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<u>Description</u>	Motorola Inc.'s Preliminary Translation of Exceprts of the German Court's May 2, 2012 Decision, entered May 4, 2012 (Exhibit 3 to Redacted Joint Notice of Ruling in Related Case and Motion to Supplement the Record on Summary Judgment)	Microsoft's Corp.'s Preliminary Translation of the German Court's May 2, 2012 Decision, entered May 4, 2012 (Exhibit 4 to Redacted Joint Notice of Ruling in Related Case and Motion to Supplement the Record on Summary Judgment)	General Instruments v. Microsoft Deutschland GmbH, Case No. 2 O 240/11, Manheim Regional Court, Complaint (German version)	General Instruments and Motorola Mobility v. Microsoft Corp and Microsoft Ireland Operations Ltd., Case Nos. 2 O 376/11 and 2 O 387/11, Complaint (German version)	Notice of Commission Determination to Review a Final Initial Determination Finding a Violation of Section 337; Remand of Investigation to the Administrative Law Judge (ITC Investigation No. 334-TA-752)	MPEG LA Licensing Administrator Agreement Regarding the AVC Standard (executed version)	Email from Horn to Bawel re: AVC License Update	Email from Bawel to Horn re: Draft MPEG LA Press Release attachment	RIM v. Motorola In the matter of Certain Wireless Communication System Server Software, Wireless Handheld Devices and Batter Packs, Verified Complaint	RIM v Motorola, Civil Action no. 3:08-cv-0284, Complaint	Subpoena to Testify at a Deposition in a Civil Action - Allen Lo, 6/26/2012 Google Inc. C10-1823-JLR	Subpoena to Testify at a Deposition in a Civil Action - Google Inc. C10-1823-JLR, dated 6/28/2012	Subpoena to Testify at a Deposition in a Civil Action - Google Inc. C10-1823-JLR, dated 4/13/2012	Motorola Patent Statements and Licensing Declarations for ITU-T/ITU-R Recommendation	Motorola Letters of Assurance for Essential Patents to the IEEE	AVC Patent Portfolio License Agreement between MPEG LA, LLC and Microsoft (Glanz Ex. 27)	Estimated Microsoft 802.11 Royalty Exposure to Motorola	Estimated Microsoft H.264 Royalty Exposure to Motorola
EndDoc	N/A	N/A	N/A	N/A	N/A	MPEG-MOT_00000132	MS-MOTO_1823_00002352333	MS-MOTO_1823_00002353346	MOTM_WASH1823_0403154	N/A	N/A	N/A	N/A	MOTM_WASH1823_0000077	MOTM_WASH1823_0000034	MS-MOTO_1823_00002350977	N/A	N/A
<u>BegDoc</u>	N/A	N/A	N/A	N/A	N/A	MPEG-MOT_00000091	MS-MOTO_1823_00002352332	MS-MOTO_1823_00002353342	MOTM_WASH1823_0403116	N/A	N/A	N/A	N/A	MOTM_WASH1823_0000035	MOTM_WASH1823_0000001	MS-MOTO_1823_00002350946	N/A	N/A
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<u>Description</u>	Motorola Mobility, Inc.'s Amended Supplemental Objections and Responses to Complainant Microsoft Corporation's Interrogatory Nos. 30-32, 35-38, & 130-131 and Second Amended Supplemental Objections and Responses to Complainant Microsoft Corporation's Interrogatory Nos. 27 & 28 (ITC Inv. No. 337-TA-744) (RRX-124C)	9th Circuit Opinion affirming anti-suit injunction (No. 12-3552, Dkt 48; also at WDWA 10-1823, Dkt 446)	Order granting Microsoft's motion for temporary restraining order and preliminary injunction re: anti-suit injunction (WDWA 10-1823, Dkt 261)	Transcript of 5/7/12 Hearing on Summary Judgment Motions (WDWA 10-1823, Dkt 315)	Order granting Microsoft's motion for preliminary injunction reanti-suit injunction (WDWA 10-1823, Dkt 318)	Notice of Commission Determination Not To Review a Final Initial Remand Determination Finding No Violation of Section 337; Affirmance of Original Initial Determination as to Remaining Patent As Modified by the Remand Initial Determination; Termination of Investigation (ITC Inv. No. 337-TA-752)	Final Initial Remand Determination [Public version] (ITC Inv. No. 337-TA-752)	Order granting in part and denying in part Motorola's Partial Motion for Summary Judgment re: H.264 patents (WDWA 10-1823, Dkt 465)	Microsoft Protocol License Agreement for Development and Product Distribution (Airsync Protocol Licensing Charter Program) with Motorola (executed version)	Statement of the Federal Trade Commission, <i>In the Matter of Google Inc.</i> , FTC File No. 121-0120 (Jan. 3, 2013)	Microsoft's Attorneys' Fees and Other Litigation Costs chart listing litigation costs Microsoft is claimining in 1823 action	WITHDRAWN [DUPLICATE OF 6364]	WITHDRAWN [DUPLICATE OF 6365]	WITHDRAWN [DUPLICATE OF 6366]	Motorola's Second Notice of Deposition to Microsoft Corporation Pursuant to Federal Rule of Civil Procedure 30(b)(6)	Microsoft Powerpoint: EMEA Operating Region Request for DTV; Cost Indication Implementation & Operation
EndDoc	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOTO-MS-004705827_2435738	MS-MOTO_1823_00005257640	N/A				N/A	MS-MOTO_1823_00004082893
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<u>Description</u>	Email from Jeff Davidson to Fergus Rigley and Owen Roberts re: Progress Update (Next 24/48 hours)	Letter from Theresa Daly to Dr. Hans-Peter Heulskotter at Arvato re: Termination of Arvato Services and Operations in Germany	Email from Jeff Davidson to Larry Humble re: CEVA proposal	Email from Jeff Davidson to Doug Ralphs and Jim Mason attaching EMEA Supplier Selection: Response Summary & Recommendation, with attachment	Email from Jeff Davidson to Owen Roberts attaching responding 4/6/2012 letter from Dr. Hans-Peter Heulskotter to Theresa Daly re Termination of Arvato Services in Germany, and attachment	Email from Jeff Davidson to Lou Ventino, CCing Anthony Martin and Pauline Clery re: Europe DTV decision	Email from Jeff Davidson to Cathriona Hallahan CCing Owen Roberts re: Europe DTV decision	Email from Jeff Davidson to Fergus Rigley FWDing Arvato Update	Venray Distribution and Warehouse Services Start-up and Run Services Pricing Agreement	WITHDRAWN [DUPLICATE OF 6014]	The Official Microsoft Blog: "Xbox 360 Remains the No. 1 Selling Console in U.S. in March"	MS Presentation: "Germany: High Level Plan / Scope / Status. Manufacturing, Supply Chain, Information & Services"	Letter from Dr. Hans-Peter Hullskotter to Theresa Daly	Email from Owen Roberts to Fergus Rigley and Jeff Davidson re: Potential Meeting	[Redacted] Microsoft Email Chain re: DTV Moves	Email from David Warrick to Owen Roberts and Brian Tobey re: European Distribution Decision	Network Optimisation: Network design: Greenfield Analysis	Email from Jeff Davidson to Matthew Ryan re: Award of EMEA 3/8/2012 DTV Business	Email from Paul Benzie to Michael Trzupek, Doug Ralphs, and Owen Roberts attaching presentation on Venray Inventory Counts & attachment	Presentation: SC Transition Proposal	Email from Owen Roberts to Angela Nefcy re Items to Discuss	David Warrick email to Jeff Davidson and Owen Roberts re:
EndDoc	MS-MOTO_1823_00004082148	MS-MOTO_1823_00004081543	MS-MOTO_1823_00004081547	MS-MOTO_1823_00004082614	MS-MOTO_1823_00004082503	MS-MOTO_1823_00004082128	MS-MOTO_1823_00004082080	MS-MOTO_1823_00004082680	MS-MOTO_1823_00004081418		N/A	MS-MOTO_1823_00004084346	MS-MOTO_1823_00004083856	MS-MOTO_1823_00004084707	MS-MOTO_1823_00004084388	MS-MOTO_1823_00004084923	MS-MOTO_1823_00004083074	MS-MOTO_1823_00004082141	MS-MOTO_1823_00004084804	MS-MOTO_1823_00004084272	MS-MOTO_1823_00004084682	MS-MOTO_1823_00004083862
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Trial Exh. #	6016	6017	6018	6109	6020	6021	6022	6023	6024	6025	9709	6027	8009	6709	0£09	1 8 0 3 1	6032	6033	6034	6035	9£09	2809

Admitted Witness	BegDoc	EndDoc	<u>Description</u>	DocDate	Stipulate to Admissibility?	Stipulate to Authenticity but not Admissibility?	Dispute Authenticity and Admissibility?
<u>v</u>	MS-MOTO_1823_00004083781	MS-MOTO_1823_00004083781	Email from Brian Tobey to Owen Roberts, Jerry Knoben, Nino Storniolo, Kevin Adams, and Jeff Davidson re: Update Today's Senate Hearing	5/7/2012			X
<u>Z</u>	N/A	N/A	Motorola's Third Notice of Deposition to Microsoft Corporation Pursuant to Federal Rule of Civil Procedure 30(B)(6)	4/30/2013	×		
<u>Z</u>	N/A	N/A	Microsoft's Written Response to Topic 4 of Motorola's Third Notice of Deposition pursuant to 30(b)(6)				×
<u>Z</u>	N/A	N/A	Microsoft's Written Response to Topic 8 of Motorola's Third Notice of Deposition pursuant to 30(b)(6)				×
<u>Z</u>	N/A	N/A	Microsoft's Written Response to Topic 5 of Motorola's Third Notice of Deposition pursuant to 30(b)(6)				×
<u> </u>	MS-MOTO_1823_00002099834	MS-MOTO_1823_00002099834	Letter from Joy Murray (MS) to Mansour Ghomeshi (Moto) re: negotiations on ActiveSync license	1/26/2010			×
۷.	N/A	N/A	Microsoft's Written Response to Topic 6 of Motorola's Third Notice of Deposition pursuant to 30(b)(6)	NA			×
۷.	N/A	N/A	Microsoft's Written Response to Topic 7 of Motorola's Third Notice of Deposition pursuant to 30(b)(6)	NA			X
2	MS-MOTO_1823_00004084740	MS-MOTO_1823_00004084743	Owen Roberts email to Theresa Daly and Nobel Moore re: Console Options	1/20/2012			×
<u> </u>	N/A	N/A	Microsoft's May 1, 2013 Rule 30(b)(6) Notice of Deposition of Motorola	5/1/2013		X	
<u>Z</u>	N/A	N/A	Defendant Motorola Mobility's Second Supplemental Responses to Plaintiff Microsoft's First Set of Interrogatories (Nos. 1, 2, 4)	4/9/2013		X	
<u>Z</u>	N/A	N/A	[Redacted] Findings of Fact and Conclusions of Law (WDWA 10-1823, Dkt 681)	4/25/2013		×	
N	MOTM_WASH1823_0624355	MOTM_WASH1823_0624356	[Redacted] Email from Kirk Dailey to Motorola Legal Counsel re: Overview of the Wi-Fi Licensing Program	11/6/2012		X	
N	MOTM_WASH1823_0624382	MOTM_WASH1823_0624386	Email from Brian Blasius to Helene Jane of Via Licensing re: Overview of the Wi-Fi Licensing Program	11/9/2012		X	
N	MOTM_WASH1823_0624394	MOTM_WASH1823_0624396	[Redacted] Email from Brian Blasius to Kirk Dailey re: Overview of the Wi-Fi Licensing Program	11/12/2012		X	
<u>V</u>	MOTM_WASH1823_0624398	MOTM_WASH1823_0624398	Email from Brian Blasius to Kirk Dailey re: Contact to introduce the LTE patent license agreement	2/25/2013		X	
N	MOTM_WASH1823_0621324	MOTM_WASH1823_0621342	Via Licensing NFC Commercialization Agreement	6/29/1905		X	
<u>Z</u>	N/A	N/A	Via Licensing Press Release: Motorola Joins NFC Licensing Program	6/30/5009			X
N	MOTM_WASH1823_0619834	MOTM_WASH1823_0619862	FTC Decision and Order in Google and Motorola Matter			X	
N	MOTM_WASH1823_0622178	MOTM_WASH1823_0622185	Google/Motorola Powerpoint: Motorola Mobility's SEP Licensing Program: Presentation to Staff of the Federal Trade Commission	6/12/2012		X	
<u> </u>	N/A	N/A	Bloomberg News Article: Google's Motorola Mobility Offers to Fnd Microsoft Cases	6/21/2012			×

<u>Date</u> <u>Offered</u>	<u>Date</u> <u>Admitted</u>	Witness	BegDoc	EndDoc	Description	DocDate	Stipulate to Admissibility?	Stipulate to Authenticity but not Admissibility?	Dispute Authenticity and Admissibility?
			MOTM_WASH1823_0620987	MOTM_WASH1823_0621063	FTC Submission: Google/MMI's Licensing of Its Standard- Essential Patents Does Not Violate Section 5 of the FTC Act	10/30/2012		×	
			MOTM_WASH1823_0622148	MOTM_WASH1823_0622163	Letter from Google's Kent Walker to FTC Commissioner Edith Ramirez	7/9/2012		X	
			MOTM_WASH1823_0612763	MOTM_WASH1823_0612790	Patent Assignment and License & Settlement Agreement between Google and Xerox	11/10/2011		X	
			MOTM_WASH1823_0621307	MOTM_WASH1823_0621323	Patent License Agreement between Multimedia Patent Trust and Google	10/29/2012		X	
			FM_WASH1823_0620426	MOTM_WASH1823_0620448	Settlement and Patent License Agreement between Wi-LAN and Motorola	1/27/2011		X	
				N/A	Microsoft's Amended May 1, 2013 Rule 30(b)(6) Notice of Deposition of Motorola	5/8/2012		X	
				N/A	Cisco's Answering Brief in Opposition to Innovatio's Motion to Dismiss, or in the Alternative, Transfer the Case to Illinois (NDIL 1:11-cv-425, Dkt 13)	7/25/2011			1823]l ×
				N/A	Declaration of Jared M. Barcenas in Support of Cisco's Answering Brief in Opposition to Innovatio's Motion to Dismiss (NDIL 1:11-cv-425, Dkt 14)	7/25/2011			×
				N/A	Amended Complaint, Cisco and Motorola v. Innovatio Technologies (NDIL 1:11-cv-9308, Dkt 431)	10/1/2012			X
			N/A	N/A	Plaintiffs Cisco and Motorola Opposition to Defendant Innovatio's Motion to Dismiss (NDIL 1:11-cv-9308, Dkt 508)	12/19/2012			×
			N/A	N/A	Parties' Agenda for the February 21, 2013 Status Conference Before Chief Judge Holderman (NDIL 1:11-cv-9308, Dkt 573)	2/15/2013			Filed 0
			N/A	N/A	Supplier Defendant's Answer to Innovatio's Counterclaims (NDIL 1:11-cv-9308, Dkt 609)	3/15/2013			×
			N/A	N/A	Defendants' Responses to Essentiality Brief (NDIL 1:11-cv-9308, Dkt 706)	5/10/2013			×
			N/A	N/A	Report of the Parties' Planning Meeting (NDIL 1:11-cv-9308, Dkt 79)	4/3/2012			×
			MOTM_WASH1823_0602118	MOTM_WASH1823_0602231	Certified English translation of the Mannheim Court Decision (see also, Dkt. 324, Exhibit B)	5/2/2012	X		
			MS-MOTO_1823_00005258265	MS-MOTO_1823_00005258266	EC Press Release: Antitrust- Commission sends Statement of Objections to Samsung on potential misue of mobile phone standard-essential patents	12/21/2012			×
			MS-MOTO_1823_00005258267	MS-MOTO_1823_00005258268	EC Press Release: Antitrust-Commission sends Statement of Objections to Motorola Mobility on potential misuse of mobile phone standard-essential patents	5/6/2013			×
			MS-MOTO_1823_00005258272	MS-MOTO_1823_00005258274	EC Memo: Commission sends Statement of Objections to Motorola Mobility on potential misuse of mobile phone standard essential patents- Question and Answers	5/6/2013			×
			N/A	N/A	Complaint (WDWA 10-1823)	11/9/2010		X	

<u>\$</u>				Ca	se 2	10-cı	/-01 8	23	-JLR	Doc	ume	nt	80	2 Fil	ed	07/29/1	3 P	age 48	of 86			
Dispute Authenticity and Admissibility?					X	X	X								X	X	X		X			
Stipulate to Authenticity but not Admissibility?	×	X	X	X				X	×	X	X	X	X	X				×		X	×	×
Stipulate to Admissibility?																						
<u>DocDate</u>	3/21/2013	4/19/2013	7/3/2012	6/6/2012				00/00/2010	3/14/2012	9/30/2011	1/31/2013					8/24/2012	8/31/2010	5/24/2013		10/31/2003	10/31/2003	10/31/2003
Description	Regional Court of Dusseldorf Ruling- 4b O 104/12 (English translation)	Sealed Findings of Fact and Conclusions of Law signed by Judge Robart (Dkt 673)	Motorola's Second Supplemental [Privilege] Log of Withheld Documents	Order on Microsoft's Motion for Summary Judgment of Breach of Contract (Dkt 335)	Online Article: Laptop Sales Soaring Amid wider PC Growth-Gartner	Online Article: Windows 7 grows faster than Vista, passes Mac OS X total	Online Article: OEMs pay Microsoft about \$50 for each copy of Windows	Microsoft Annual Report 2010	Letter from Art Harrigan to Ralph Palumbo and Jesse Jenner offering \$300 million bond	Microsoft Reply Brief in Support of Summary Judgment for Breach of Contract	Motorola's Compliance Report and Agreement Containing Consent Order for FTC Investigation No. 121-0120	FTC Complaint against Motorola and Google	FTC Decision and Order in Google and Motorola Matter	Analysis of Proposed Consent Order to Aid Public Comment in the Google/Motorola FTC Matter	ABA Rule 1.5 (Fees)	Color Coded and Numerically Partitioned Sidley invoice to Microsoft for Professional Services Rendered through July 31, 2012 for Cell Phone Patents	Declaration of Bradley Keller in Malico v. Cooler (WD WA 9-732)	Motorola's Second Supplemental Response to Microsoft's Sixth Rule 30b6 Notice of Deposition Regarding Damages Issues	Sidley Attorney Biographies, from the Sidley website, cited in Keller's expert report	Letter from Sonnentag to Ken Kao of D-link re: Licensing of Motorola Intellectual Property related to 802.11	Letter from Sonnentag to Makato Maki of Melco re: Licensing of Motorola Intellectual Property related to 802.11	Letter from Sonnentag to Patrick Lo of Netgear re: Licensing of Motorola Intellectual Property related to 802.11
EndDoc	MS-MOTO_1823_00005257659	N/A	N/A	N/A	N/A	N/A	N/A	MOTM_WASH1823_0092691	N/A	N/A	N/A	MOTM_WASH1823_0620164	MOTM_WASH1823_0620250	MOTM_WASH1823_0620221	N/A	MS-MOTO_1823_00060001063B	N/A	N/A	N/A	MOTM_WASH1823_0019339	MOTM_WASH1823_0019039	MOTM_WASH1823_0021941
BegDoc	MS-MOTO_1823_00005257641	N/A	N/A	N/A	N/A	N/A	N/A	MOTM_WASH1823_0092612	N/A	N/A	N/A	MOTM_WASH1823_0620159	MOTM_WASH1823_062022	MOTM_WASH1823_0620214	N/A	MS-MOTO_1823_00060001020B	N/A	N/A	N/A	MOTM_WASH1823_0019339	MOTM_WASH1823_0019039	MOTM_WASH1823_0021941
Witness																						
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Trial Exh.#	8209	6209	0809	6081	6082	6083	6084	9809	9809	<i>L</i> 809	8809	6809	0609	1609	6092	£609	6094	<u> 5609</u>	9609	<i>L</i> 609	8609	6609

Microsoft Corporation v. Motorola, Inc., et al. Case No. 10-1823JLR (W.D.Wash.)

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Dispute Authenticity and Admissibility?						X	X	X	×	X		X	×	×	X
Stipulate to Authenticity but not Admissibility?	×	X	X	X	X						X				
Stipulate to Admissibility?															
DocDate	1/7/2011	1/9/2004	12/15/2003	2/13/2009	3/19/2012	7/7/2013	00/00/2013	00/00/1994	05/00/2002	04/00/2000	4/13/2012	5/3/2012	00/00/2013	8/30/2012	
Description	Letter from Blasius to Alex Chen of HTC re: Licensing of Motorola Intellectual Property related to WiMAX, H.264, 802.11, LTE and Certain Non-Essential Patents	Letter from Richard Sonnentag to Deborah Lin Re: Licensing of Motorola intellectual property related to 802.11	Letter from Richard Sonnentag to Bruce Busby Re: Motorola patents pointed out to D-Link	hen of HTC re: Licensing of related to 802.11; WLAN Annex ntial Properties	Letter from Jesse Jenner to Arthur Harrigan re: March 14, 2012 [3] letter (Dkt 211, Exhibit 3)	EDIS Docket Report (ITC Inv. No. 337-TA-752)		Daughety, Andrew F., and Jennifer F. Reinganum. "Settlement negotiations with two-sided asymmetric information: Model duality, information distribution, and efficiency." International Review of Law and Economics 14.3 (1994): 283-298	[Native version] Klein, Benjamin, Andres V. Lerner, and Kevin M. Murphy. "The Economics of Copyright 'Fair Use' in a Networked World." The American Economic Review Vol. 92, No. 2 (May 2002): 205-208.	[Native version] Klein, Benjamin. "Fisher-General Motors and the Nature of the Firm." Journal of Law and Economics, Vol. 43 (April 2000): 105-142.	[Sealed] Defendants' Response to Microsoft's Motion for Summary Judgment of Breach of Contract (Dkt. No. 274)	513 In	[Native version] Statista "Global unit sales of current generation video game consoles from 2008 to 2012 (in million units)" at http://www.statista.com/statistics/214670/global-unit-sales-of-video-game-consoles/	[Native version] YouTube, LLC. "What system requirements are needed to watch videos on YouTube?" YouTube, LLC website. http://www.google.com/support/youtube/bin/answer.py?hl=en&answer=78358, accessed June 30, 2011.	[Native version] "AVC/H.264 Licensees" http://www.mpegla.com/main/programs/AVC/Pages/Licensees.a spx (visited May 24, 2013)
EndDoc	MOTM_WASH1823_0053670	MOTM_WASH1823_0411739	MOTM_WASH1823_0018798	MOT_ITC1685280	N/A	N/A	N/A	MS-MOTO_1823_00005257370	MS-MOTO_1823_0000525755	MS-MOTO_1823_00005257340	N/A	MS-MOTO_1823_00005257089	MS-MOTO_1823_00005257303	MS-MOTO_1823_00004080667	MS-MOTO_1823_00004073189
BegDoc	MOTM_WASH1823_0053669	MOTM_WASH1823_0411739	MOTM_WASH1823_0018798	MOT_ITC1685269	N/A	N/A		MS-MOTO_1823_00005257355	MS-MOTO_1823_00005257551	MS-MOTO_1823_00005257304	N/A	MS-MOTO_1823_00005257085	MS-MOTO_1823_00005257302	MS-MOTO_1823_00004080666	MS-MOTO_1823_00004073175
Witness															
Date Admitted															
Trial Exh. # Offered	6100	6101	6102	6103	6104	6105	6106	6107	6108	6109	6110	6111	6112	6113	6114

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Dispute Authenticity and Admissibility?	×	×			X	X			X	X	×	×	×		×
Stipulate to Authenticity but not Admissibility?			X				×	X							
Stipulate to Admissibility?				X											
<u>DocDate</u>	7/15/2004			4/12/2012	2/24/2005	7/18/2012	7/18/2012	6/30/2011	6/30/2011	7/13/2012	6/30/2011	7/20/2012	7/18/2012		00/00/2007
Description	Native version] MPEG LA, "MPEG LA Releases AVC Patent Portfolio License". http://www.mpegla.com/Lists/MPEG% 20LA% 20News % 20List/Attachments/149/n 04-07-15 avc.pdf, accessed August 9, 2012	[Native version] Via Licensing, "WiFi" Via Licensing website, http://www.vialicensing.com/licensecontent.aspx?id=1454.	[Native version] Bluetooth Patent/Copyright License Agreement	Motorola Mobility, Inc.'s Written Responses to Certain Topics of Microsoft's Third Amended 30(b)(6) Notice of Deposition, with Exhibits A- E, April 12, 2012.	802.11 COMMERCIALIZATION AGREEMENT		MPEGLA, "SUMMARY OF AVC/H.264 LICENSE TERMS", http://www.mpegla.com/main/programs/avc/Documents/AVC_T ermsSummary.pdf, accessed July 18, 2012.	[Native version] MPEG LA, LLC, "AVC/H.264 Patent List - Attachment 1," MPEG LA, LLC website, http://www.mpegla.com/main/programs/AVC/Pages/PatentList.a spx, accessed June 30, 2011.	SISVEL, "802.11n Family Specifications For Wireless Local Area Network - Patent Call," http://www.sisvel.com/english/programsindevelopmen/8211n/patent-call, accessed June 30, 2011.	Sisvel Website, http://www.sisvel.eu, accessed July 13 and August 22, 2012.	Via Licensing, "Submitting a Patent: IEEE 802.11 (a-j)," http://www.vialicensing.com/patent/ieee-80211.aspx, accessed June 30, 2011.	Via Licensing, "802.11 (a-j) License Fees" http://www.vialicensing.com/licensing/ieee-80211-fees.aspx, accessed July 20, 2012.	Via Licensing, "802.11 (a-j)", http://vialicensing.com/licensing/ieee-80211-overview.aspx, accessed July 18, 2012.	WITHDRAWN [DUPLICATE OF 6118]	Pricing Patents for Licensing in Standard Setting Organizations: Making Sense of Frand Commitments, A. Layne-Farrar et al, 74 Antitrust L.J. 671, 2007 (Dkt 392, Exhibit 31)
EndDoc	MS-MOTO_1823_00002352432	MS-MOTO_1823_00005257634	MOTM_WASH1823_0423170	N/A	VL000358	MS-MOTO_1823_00004080635	MOTM_WASH1823_0605187	MOTM_WASH1823_0604220	N/A	N/A	N/A	N/A	N/A		N/A
BegDoc	MS-MOTO_1823_00002352431	MS-MOTO_1823_00005257634	MOTM_WASH1823_0423163	N/A	VL000294	MS-MOTO_1823_00004080635	MOTM_WASH1823_0605184	MOTM_WASH1823_0604220	N/A	N/A	N/A	N/A	N/A		N/A
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<u>Date</u> <u>Admitted</u>															
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Trial Exh.#	6115	6116	6117	6118	6119	6120	6121	6122	6123	6124	6125	6126	6127	6128	6129

	.		Case 2:10-c	v-01823-JI	RГ	ocument	<mark>80</mark>	2 Fil	ed 07/2	9/1	3 Page 51	of 86			
Dispute Authenticity and Admissibility?	×		×	×	X	X	X		X		×	×	X		×
Stipulate to Authenticity but not Admissibility?		×						X		X					
Stipulate to Admissibility?															
DocDate	11/17/2003	2/8/2012	5/2/2012	4/2/2012	7/2/2009		6/16/2010			6/26/1905	11/16/2011	6/11/2010	2/8/2012		
Description	MPEG LA, "MPEG LA Announces Terms of Joint H.264/MPEG-4 AVC Patent License", http://www.mpegla.com/Lists/MPEG%20LA%20News%20List/Attachments/140/n_03-11-17_avc.html, accessed August 9, 2012	Letter from Allen Lo to Gordon Day - re: Google's proposed acquision of Motorola Mobility Holdings, Inc.	CNET, "Motorola Wins Injunction Against Windows 7, Xbox 360 in Germany", http://news.cnet.com/8301-10805_3-57425838-75/motorola-wins-injunction-againstwindows-7-xbox-360-in-germany, accessed August 10, 2012	Engadget, "Microsoft Moves Logistics Center Out of Germany, Blames Motorola Patent Battle", http://www.engadget.com/2012/04/02/microsoft-moves-logistics-center-out-ofgermany/, accessed August 10, 2012	ISuppli, "Teardown – Cost Summaries, Microsoft Xbox 360 (2010)."	IEEE-SA Standards Board Operations Manual, section 6.3.2 (http://standards.ieee.org/develop/policies/opman/sb_om.pdf, accessed June 19, 2012.)	NDS Letter of Assurance to the IEEE	http://www.mpegla.com/main/programs/avc/Documents/avc-att1_pdf, accessed June 20, 2012.	MPEG LA AVC/H.264 Licensors http://www.mpegla.com/main/programs/AVC/Pages/Licensors.a spx, accessed June 20, 2012	Via Licensing 802.11 Patent Licensing Agreement Sample	Steven J. Vaughan-Nichols, "How Googleand everyone elsegets Wi-Fi location data", zdnet, November 16, 2011, http://www.zdnet.com/blog/networking/how-google-and-everyo ne-else-getswi-fi-location-data/1664, accessed July 16, 2012.	Wi-Fi Alliance, "Wi-Fi Alliance Membership Benefits", http://www.wifi.org/about/become-member/membership-benefit s, accessed June 19, 2012.	U.S. Department of Justice Business Review letters to IEEE. (www.justice.gov/atr/public/busreview/222978.pdf, accessed July 17, 2012.)	WITHDRAWN [DUPLICATE OF 1252]	International Electrotechnical Commission, "List of IEC Patent Declarations Received by IEC", http://www.iec.ch/members_experts/tools/patents/patent_policy. htm, accessed August 6, 2012
EndDoc	N/A	MS-MOTO_1823_00002271452	N/A	N/A	N/A	N/A	N/A	MOTM_WASH1823_0605183	MS-MOTO_1823_00004049833	MOTM_WASH1823_0403325	N/A	N/A	MS-MOTO_1823_0000903737		N/A
BegDoc	N/A	MS-MOTO_1823_00002271449	N/A	N/A	N/A	N/A	N/A	4SH18	MS-MOTO_1823_00004049831	MOTM_WASH1823_0403300	N/A	N/A	MS-MOTO_1823_0000903726		N/A
Witness															
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Trial Exh.#	6130	6131	6132	6133	6134	6135	6136	6137	6138	6139	6140	6141	6142	6143	6144

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Stipulate to Authenticity but not Admissibility?	×	X					X		X	×		X
Stipulate to Admissibility?												
DocDate	7/18/2012	7/18/2012	2/3/2012	12/16/2011			11/22/2011		12/23/2011	5/4/2012	2/24/2012	3/28/2013
Description	Plaintiff Microsoft's Third Set of Interrogatories and Eighth Requests for Production to Defendants Motorola Mobility, and General Instrument and Defendants Motorola Mobility, Inc. and General Instrument Corp.'s Responses Thereto, with Exhibits	Plaintiff Microsoft's Second Set of Interrogatories and Seventh [Set of] Requests for Production to Defendants Motorola and Motorola Mobility and Defendants Motorola Solutions, Inc.'s Responses Thereto		Chen, Brian X., "RIM's Year of Misery," The New York Times, at http://bits.blogs.nytimes.com/2011/12/16/rim-year-in-review/	Proxim Wireless Web Page: About Us, Corporate Overview, www.proxim.com/about-us	Proxim Wireless Web Page: About Us, Investor Information, Investor FAQs, www.proxim.com/about-us/investor-information/investor-faqs	Emails from T. Kowalski to J. Ochs, Subject: Licensing Discussions, November 22-25, 2011, with Attachment: (2986496_1) Marvell-MMI WLAN PLA (MMI 25Nov11).PDF	WITHDRAWN [DUPLICATE OF 6075] WITHDRAWN [DUPLICATE OF 6074]	MITHDRAWN [DUPLICALE OF 60/8] Microsoft's 12/23/2011 Brief in General Instrument v. Microsoft (German version)	Joint Notice of Ruling In Related Case and Motion to Supplement the Record on Summary Judgment and exhibit thereto (Exhibit 1 – Initial Determination, ITC Inv. No. 337-TA-752, 4/23/12 [SEALED]; Exhibit 2 – Mannheim District Court Opinion, No. 2 O 240/11, 5/2/12; Exhibit 3 – Motorola's prelim translation of pp. 36-49 of Mannheim District Court Opinion; Exhibit 4 – Microsoft's prelim of Mannheim District Court Opinion; Opinion) (Dkt 308)	Campbell, Mikey "Motorola forces Apple to halt iCloud push services in Germany, Apple Insider @	Declaration of Christopher Wion in support of Microsoft's Motion for Temporary Restraining Order and Prelim Injunction, with Exhibits 1-4 (Dkt 211)
EndDoc	N/A	N/A	MS-MOTO_1823_00002356295	N/A	N/A	N/A	MOTM_ITC_0699901		MOTM_WASH1823_0614376	N/A	MS-MOTO_1823_00005258287	N/A
BegDoc	N/A	N/A	MS-MOTO_1823_00002356280	N/A	N/A	N/A	MOTM_ITC_0699883		MOTM_WASH1823_0614354	N/A	MS-MOTO_1823_00005258275	N/A
Witness												
<u>Date</u> <u>Admitted</u>												
Trial Exh. # Offered	6145	6146	6147	6148	6149	6150	6151	6152 6153	6155	6157	6158	6159

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6180				MS-MOTO_1823_0006000010	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice # 387110064	10/19/2011			X
6181			MS-MOTO_1823_0006000011	MS-MOTO_1823_0006000011	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice # 387110072	12/20/2011			X
6182			MS-MOTO_1823_0006000012	MS-MOTO_1823_0006000012	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice $\# 387120008$	3/28/2012			X
6183			MS-MOTO_1823_0006000013	MS-MOTO_1823_0006000013	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice # 387120023	4/26/2012			X
6184			MS-MOTO_1823_0006000014	MS-MOTO_1823_0006000014	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice # 387120048	7/19/2012			se 2:
6185			MS-MOTO_1823_0006000015	MS-MOTO_1823_0006000015	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice # 387130001	1/16/2013			:10-c\
6186				MS-MOTO_1823_0006000016	Boehmert & Boehmert invoice to Microsoft Corporation - Invoice # CR387110064	12/22/2011			<u>⁄-018</u> ×
6187				MS-MOTO_1823_0006000018	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/129970	9/16/2011			231L ×
6188				MS-MOTO_1823_0006000024	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/131036	10/20/2011			R X
6189			MS-MOTO_1823_0006000025	MS-MOTO_1823_0006000030	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/131044	10/20/2011			X
6190			MS-MOTO_1823_0006000031	MS-MOTO_1823_0006000033	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/132874	11/24/2011			nent (
6191			MS-MOTO_1823_0006000034	MS-MOTO_1823_0006000036	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/133574	12/20/2011			802 ×
6192				MS-MOTO_1823_0006000040	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/134324	1/17/2011			Filed X
6193			MS-MOTO_1823_0006000041	MS-MOTO_1823_0006000045	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/136165	2/20/2012			<u>07/2</u> ×
6194				MS-MOTO_1823_0006000050	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/136533	3/12/2012			9/13 ×
6195			MS-MOTO_1823_0006000051	MS-MOTO_1823_0006000052	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/136575	3/14/2012			Pag ×
6196			MS-MOTO_1823_0006000053	MS-MOTO_1823_0006000056	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Corporation - Invoice # 06/137252	4/13/2012			<u>e 54</u> ×
6197			MS-MOTO_1823_0006000057	MS-MOTO_1823_0006000059	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Cporation - Invoice # 06/143569	10/10/2012			of 86 X
6198			MS-MOTO_1823_0006000060	MS-MOTO_1823_0006000061	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Cporation - Invoice # 06/145775	11/19/2012			X
6199			MS-MOTO_1823_0006000062	MS-MOTO_1823_0006000062	Freshfields Bruckhaus Deringer LLP invoice to Microsoft Cporation - Invoice # 06/147383	1/18/2012			X
6200			MS-MOTO_1823_0006000063	MS-MOTO_1823_0006000065	Freshfields Bruckhaus Deringer invoice to Microsoft Cporation - Invoice # 06/148491	- 1/31/2013			X
6201			MS-MOTO_1823_0006000066	MS-MOTO_1823_0006000067		8/18/2011			X
6202			MS-MOTO_1823_0006000068	MS-MOTO_1823_0006000069	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 260992	8/18/2011			X

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Dispute Authenticity and Admissibility?	×	X	×	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	×	X	X
Stipulate to Authenticity but not Admissibility?																							
Stipulate to Admissibility?																							
DocDate	8/19/2011	9/20/2011	10/14/2011	11/16/2011	12/28/2011	1/20/2012	2/17/2012	3/20/2012	4/20/2012	5/18/2012	6/19/2012	7/20/2012	8/20/2012	9/20/2012	10/18/2012	11/20/2012	1/18/2013	2/20/2013	10/16/2012	8/24/2012	12/20/2012	11/30/2012	9/21/2012
<u>Description</u>	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 261166	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 262370	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 263280	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 264437	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 266536	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 267530	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 268671	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 270488	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 271972	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 273390	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 275004	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 276505	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 278041	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 279488	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 281021	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 282448	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 288230	Klarquist Sparkman, LLp invoice to Microsoft Corporation - Invoice # 286782	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2012
EndDoc	MS-MOTO_1823_0006000072	MS-MOTO_1823_0006000076	MS-MOTO_1823_0006000083	MS-MOTO_1823_0006000087	MS-MOTO_1823_0006000091	MS-MOTO_1823_0006000095	MS-MOTO_1823_0006000101	MS-MOTO_1823_0006000106	MS-MOTO_1823_0006000110	MS-MOTO_1823_0006000113	MS-MOTO_1823_0006000116	MS-MOTO_1823_0006000118	MS-MOTO_1823_0006000120	MS-MOTO_1823_0006000123	MS-MOTO_1823_0006000127	MS-MOTO_1823_0006000129	MS-MOTO_1823_0006000130	MS-MOTO_1823_0006000131	MS-MOTO_1823_0006000191	MS-MOTO_1823_0006000282	MS-MOTO_1823_0006000351	MS-MOTO_1823_0006000408	MS-MOTO_1823_0006000492
<u>200∑598</u>		MS-MOTO_1823_0006000073	MS-MOTO_1823_0006000077	MS-MOTO_1823_0006000084	MS-MOTO_1823_0006000088	MS-MOTO_1823_0006000092	MS-MOTO_1823_0006000096	MS-MOTO_1823_0006000102	MS-MOTO_1823_0006000107	MS-MOTO_1823_0006000111	MS-MOTO_1823_0006000114	MS-MOTO_1823_0006000117	MS-MOTO_1823_0006000119	MS-MOTO_1823_0006000121	MS-MOTO_1823_0006000124	MS-MOTO_1823_0006000128	MS-MOTO_1823_0006000130	MS-MOTO_1823_0006000131	MS-MOTO_1823_0006000132	MS-MOTO_1823_0006000192	MS-MOTO_1823_0006000283	MS-MOTO_1823_0006000352	MS-MOTO_1823_0006000409
Witness																							
<u>Date</u> <u>Admitted</u>																							
<u>Date</u> <u>Offered</u>																							
Trial Exh.#	6203	6204	6205	9079	2009	6208	6079	6210	6211	6212	6213	6214	6215	6216	6217	6218	6219	6220	6221	6222	6223	6224	6225

	BegDoc	EndDoc	<u>Description</u>	DocDate	Stipulate to Admissibility?	Stipulate to Authenticity but not Admissibility?	Dispute Authenticity and Admissibility?
_0006000493	S-M	MS-MOTO_1823_0006000511	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2013	2/22/2013			X
		MS-MOTO_1823_0006000543	Sidley Austin invoice to Microsoft for Professional Services rendered through 12/31/2012	1/22/2013			X
_0006000544	OTC	MS-MOTO_1823_0006000559	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2012	9/20/2012			X
	OTO_	MS-MOTO_1823_0006000573	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2012	8/24/2012			X
	OTO_	MS-MOTO_1823_0006000611	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	12/20/2012			se 2
0006000612	OTO	MS-MOTO_1823_0006000644	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2012	11/30/2012			:10-c\
MS-MOTO_1823_0006000645 MS-MOTO_	OTO	MS-MOTO_1823_0006000667	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2012	10/16/2012			/-018 ×
8990009000	OTO_1	MS-MOTO_1823_0006000675	Sidley Austin invoice to Microsoft for Professional Services rendered through 2/28/2013	3/22/2013			23-JI ×
MS-MOTO_1823_0006000676 MS-MOTO_1	OTO_1	MS-MOTO_1823_0006000694	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2013	2/22/2013			R X
	OTO_1	MS-MOTO_1823_0006000731	Sidley Austin invoice to Microsoft for Professional Services rendered through 12/31/2012	1/22/2013			X
_0006000732	OTO_1	MS-MOTO_1823_0006000788	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2010	12/22/2010			nent (
	OTO_1	MS-MOTO_1823_0006000819	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2012	11/30/2012			×
_0006000820	OTO_1	MS-MOTO_1823_0006000843	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2012	10/16/2012			Filed X
	OTO_	MS-MOTO_1823_0006000878	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2012	9/20/2012			07/2 ×
_0006000879	OTO_1	MS-MOTO_1823_000601019	Sidley Austin invoice to Microsoft for Professional Services rendered through 3/31/2012	4/19/2012			9/13 ×
_0006001020	OTO_1	MS-MOTO_1823_0006001063	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2012	8/24/2012			Pag ×
0006001064	OTO	MS-MOTO_1823_0006001081	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	12/20/2012			e 56 ×
MS-MOTO_1823_0006001082 MS-MOTO_1	OTO_1	MS-MOTO_1823_0006001214	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2012	2/20/2012			of 86 X
MS-MOTO_1823_0006001215 MS-MOTO_1	OTO_1	MS-MOTO_1823_0006001336	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	1/20/2012			X
MS-MOTO_1823_0006001337 MS-MOTO_	OLO_	MS-MOTO_1823_0006001487	Sidley Austin invoice to Microsoft for Professional Services rendered through 6/30/2012	7/19/2012			X
	OLO_	MS-MOTO_1823_0006001606	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2012	6/19/2012			X
	OTO	MS-MOTO_1823_0006001691	Sidley Austin invoice to Microsoft for Professional Services rendered through 2/29/2012	4/20/2012			X
MS-MOTO_1823_0006001692 MS-MOTO_	OTO	MS-MOTO_1823_0006001810	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/30/2012	5/21/2012			X

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Dispute Authenticity and Admissibility?	×	×	X	X	X	X	X	×	X	×	X	X	X	X	X	X	X	X	X	×	X	X	X
Stipulate to Authenticity but not Admissibility?																							
Stipulate to Admissibility?																							
DocDate	5/31/2011	3/31/2011	5/31/2011	5/31/2011	11/18/2011	10/19/2011	9/20/2011	4/21/2011	8/24/2011	8/26/2011	12/20/2011	2/28/2011	1/20/2011	6/20/2011	6/20/2011	6/20/2011	6/20/2011	3/23/2011	5/31/2011	2/20/2013	3/22/2013	10/16/2012	8/24/2012
Description	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/30/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/7/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/15/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 3/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 3/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 6/30/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 12/31/2010	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 2/28/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/22/2011	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2013	Replacement copies of Sidley Invoices to Microsoft, dated 2/28/2013	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2012
EndDoc	MS-MOTO_1823_0006001864	MS-MOTO_1823_0006001912	MS-MOTO_1823_0006001972	MS-MOTO_1823_0006001977	MS-MOTO_1823_0006002104	MS-MOTO_1823_0006002290	MS-MOTO_1823_0006002520	MS-MOTO_1823_0006002657	MS-MOTO_1823_0006002945	MS-MOTO_1823_0006003256	MS-MOTO_1823_0006003376	MS-MOTO_1823_0006003467	MS-MOTO_1823_0006003534	MS-MOTO_1823_0006003589	MS-MOTO_1823_0006003663	MS-MOTO_1823_0006003751	MS-MOTO_1823_0006003813	MS-MOTO_1823_0006003904	MS-MOTO_1823_0006003958	MS-MOTO_1823_0006003981	MS-MOTO_1823_0006000675	MS-MOTO_1823_0006000191A	MS-MOTO_1823_0006000282A
BegDoc	MS-MOTO_1823_0006001811	MS-MOTO_1823_0006001865	MS-MOTO_1823_0006001913	MS-MOTO_1823_0006001973	MS-MOTO_1823_0006001978	MS-MOTO_1823_0006002105	MS-MOTO_1823_0006002291	MS-MOTO_1823_0006002521	MS-MOTO_1823_0006002658	MS-MOTO_1823_0006002946	MS-MOTO_1823_0006003257	MS-MOTO_1823_0006003377	MS-MOTO_1823_0006003468	MS-MOTO_1823_0006003535	MS-MOTO_1823_0006003590	MS-MOTO_1823_0006003664	MS-MOTO_1823_0006003752	MS-MOTO_1823_0006003814	MS-MOTO_1823_0006003905	MS-MOTO_1823_0006003959	MS-MOTO_1823_0006000668	MS-MOTO_1823_0006000132A	MS-MOTO_1823_0006000192A
Witness																							
<u>Date</u> <u>Admitted</u>																							
Date Offered																							
Trial Exh.#	6249	6250	6251	6252	6253	6254	6255	6256	6257	6258	6259	6260	6261	6262	6263	6264	6265	6266	6267	6268	6569	6270	6271

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Dispute Authenticity and Admissibility?	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Stipulate to Authenticity but not Admissibility?																							
Stipulate to Admissibility?																							
DocDate	12/20/2012	11/30/2012	9/21/2012	2/22/2013	1/22/2013	9/20/2012	8/24/2012	12/20/2012	11/30/2012	10/16/2012	3/22/2013	2/22/2013	1/22/2013	12/22/2010	11/30/2012	10/16/2012	9/20/2012	4/19/2012	8/24/2012	12/20/2012	2/20/2012	1/20/2012	7/19/2012
Description	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2013	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/22/2013	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 2/28/2013	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2013	Sidley Austin invoice to Microsoft for Professional Services rendered through 12/31/2013	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2010	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 3/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2012	Sidley Austin invoice to Microsoft for Professional Services rendered through 6/30/2012
EndDoc	MS-MOTO_1823_0006000351A	MS-MOTO_1823_0006000408A	MS-MOTO_1823_0006000492A	MS-MOTO_1823_0006000511A	MS-MOTO_1823_0006000543A	MS-MOTO_1823_0006000559A	MS-MOTO_1823_0006000573A	MS-MOTO_1823_0006000611A	MS-MOTO_1823_0006000644A	MS-MOTO_1823_0006000667A	MS-MOTO_1823_0006000675A	MS-MOTO_1823_0006000694A	MS-MOTO_1823_0006000731A	MS-MOTO_1823_0006000788A	MS-MOTO_1823_0006000819A	MS-MOTO_1823_0006000843A	MS-MOTO_1823_0006000878A	MS-MOTO_1823_000601019A	MS-MOTO_1823_0006001063A	MS-MOTO_1823_0006001081A	MS-MOTO_1823_0006001214A	MS-MOTO_1823_0006001336A	MS-MOTO_1823_0006001487A
BegDoc	MS-MOTO_1823_0006000283A	MS-MOTO_1823_0006000352A	MS-MOTO_1823_0006000409A	MS-MOTO_1823_0006000493A	MS-MOTO_1823_0006000512A	MS-MOTO_1823_0006000544A	MS-MOTO_1823_0006000560A	MS-MOTO_1823_0006000574A	MS-MOTO_1823_0006000612A	MS-MOTO_1823_0006000645A	MS-MOTO_1823_0006000668A	MS-MOTO_1823_0006000676A	MS-MOTO_1823_0006000695A	MS-MOTO_1823_0006000732A	MS-MOTO_1823_0006000789A	MS-MOTO_1823_0006000820A	MS-MOTO_1823_0006000844A	MS-MOTO_1823_0006000879A	MS-MOTO_1823_0006001020A	MS-MOTO_1823_0006001064A	MS-MOTO_1823_0006001082A	MS-MOTO_1823_0006001215A	MS-MOTO_1823_0006001337A
Witness																							
Date Admitted																							
<u>Date</u> <u>Offered</u>																							
Trial Exh.#	6272	6273	6274	6275	6276	6277	6278	6229	6280	6281	6282	6283	6284	6285	6286	6287	6288	6289	6290	6291	6292	6293	6294

$\frac{\text{Date}}{\text{Offered}}$	<u>Date</u>	Witness	BegDoc	EndDoc	<u>Description</u>	DocDate	Stipulate to Admissibility?	Stipulate to Authenticity but not Admissibility?	Dispute Authenticity and Admissibility?
6295			MS-MOTO_1823_0006001488A	MS-MOTO_1823_0006001606A	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2012	6/19/2012			X
9679			MS-MOTO_1823_0006001607A	MS-MOTO_1823_0006001691A	Sidley Austin invoice to Microsoft for Professional Services rendered through 2/29/2012	4/20/2012			X
6297			MS-MOTO_1823_0006001692A	MS-MOTO_1823_0006001810A	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/30/2012	5/21/2012			X
8679			MS-MOTO_1823_0006001811A	MS-MOTO_1823_0006001864A	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/30/2011	5/31/2011			X
6599			MS-MOTO_1823_0006001865A	MS-MOTO_1823_0006001912A	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/7/2011	3/31/2011			se 2
6300			MS-MOTO_1823_0006001913A	MS-MOTO_1823_0006001972A	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/15/2011	5/31/2011			:10-c\
6301			MS-MOTO_1823_0006001973A	MS-MOTO_1823_0006001977A	Sidley Austin invoice to Microsoft for Professional Services rendered through 3/31/2011	5/31/2011			v-018 ×
6302			MS-MOTO_1823_0006001978A	MS-MOTO_1823_0006002104A	Sidley Austin invoice to Microsoft for Professional Services rendered through 10/31/2011	11/18/2011			<u>231</u> I ×
6303			MS-MOTO_1823_0006002105A	MS-MOTO_1823_0006002290A	Sidley Austin invoice to Microsoft for Professional Services rendered through 9/30/2011	10/19/2011			R X
6304			MS-MOTO_1823_0006002291A	MS-MOTO_1823_0006002520A	Sidley Austin invoice to Microsoft for Professional Services rendered through 8/31/2011	9/20/2011			X
9305			MS-MOTO_1823_0006002521A	MS-MOTO_1823_0006002657A	Sidley Austin invoice to Microsoft for Professional Services rendered through 3/31/2011	4/21/2011			nent (
9069			MS-MOTO_1823_0006002658A	MS-MOTO_1823_0006002945A	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/15/2011	8/24/2011			802 ×
6307				MS-MOTO_1823_0006003256A	Sidley Austin invoice to Microsoft for Professional Services rendered through 7/31/2011	8/26/2011			Filed X
8308			MS-MOTO_1823_0006003257A	MS-MOTO_1823_0006003376A	Sidley Austin invoice to Microsoft for Professional Services rendered through 11/30/2011	12/20/2011			07/2 ×
6089			MS-MOTO_1823_0006003377A	MS-MOTO_1823_0006003467A	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2011	2/28/2011			9/13 ×
6310			MS-MOTO_1823_0006003468A	MS-MOTO_1823_0006003534A	Sidley Austin invoice to Microsoft for Professional Services rendered through 12/31/2010	1/20/2011			Pag X
6311			MS-MOTO_1823_0006003535A	MS-MOTO_1823_0006003589A	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	6/20/2011			<u>e 59</u> ×
6312			MS-MOTO_1823_0006003590A	MS-MOTO_1823_0006003663A	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	6/20/2011			of 86 X
6313			MS-MOTO_1823_0006003664A	MS-MOTO_1823_0006003751A	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	6/20/2011			X
6314			MS-MOTO_1823_0006003752A	MS-MOTO_1823_0006003813A	Sidley Austin invoice to Microsoft for Professional Services rendered through 5/31/2011	6/20/2011			X
6315			MS-MOTO_1823_0006003814A	MS-MOTO_1823_0006003904A	Sidley Austin invoice to Microsoft for Professional Services rendered through 2/28/2011	3/23/2011			X
6316			MS-MOTO_1823_0006003905A	MS-MOTO_1823_0006003958A	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/22/2011	5/31/2011			X
6317			MS-MOTO_1823_0006003959A	MS-MOTO_1823_0006003981A	Sidley Austin invoice to Microsoft for Professional Services rendered through 1/31/2013	2/20/2013			X

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Dispute Authenticity and Admissibility?	X	X	X	X	X	X	X	X	X	X	X
Stipulate to Authenticity but not Admissibility?											
Stipulate to Admissibility?											
<u>DocDate</u>	10/16/2012	8/24/2012	12/20/2012	11/30/2012	9/21/2012	2/22/2013	9/20/2012	4/19/2012	8/24/2012	2/20/2012	1/20/2012
Description	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.
EndDoc	MS-MOTO_1823_0006000191B	MS-MOTO_1823_0006000282B	MS-MOTO_1823_0006000351B	MS-MOTO_1823_0006000408B	MS-MOTO_1823_0006000492B	MS-MOTO_1823_0006000511B	MS-MOTO_1823_0006000878B	MS-MOTO_1823_000601019B	MS-MOTO_1823_0006001063B	MS-MOTO_1823_0006001214B	MS-MOTO_1823_0006001336B
BegDoc	MS-MOTO_1823_0006000132B	MS-MOTO_1823_0006000192B	MS-MOTO_1823_0006000283B	MS-MOTO_1823_0006000352B	MS-MOTO_1823_0006000409B	MS-MOTO_1823_0006000493B	MS-MOTO_1823_0006000844B	MS-MOTO_1823_0006000879B	MS-MOTO_1823_0006001020B	MS-MOTO_1823_0006001082B	MS-MOTO_1823_0006001215B
Witness											
<u>Date</u> Admitted											
<u>Date</u> <u>Offered</u>											
Trial Exh.#	6318	6319	6320	6321	6322	6323	6324	6325	6326	6327	6328

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Dispute Authenticity and Admissibility?	×	X	X	×	X	×	X	X	X	X	X	X	X	X
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Stipulate to Admissibility?														
<u>DocDate</u>	7/19/2012	6/19/2012	5/21/2012	11/18/2011	10/19/2011	9/20/2011	4/21/2011	12/20/2011	1/20/2011	2/8/2011	3/9/2011	5/11/2011	6/8/2011	7/20/2011
<u>Description</u>	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Highlighted invoices produced with additional numbering (nos. 1-3), indicating 1) time billed to German litigation, 2) 9th Circuit Appeal/Anti-Injunction Relief, and 3) '374, '375, '376 patent defense.	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 2/8/2011	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 3/9/2011	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 5/11/2011 5/11/2011	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 6/8/2011 6/08/2011	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 7/20/2011 7/20/2011
EndDoc	MS-MOTO_1823_0006001487B	MS-MOTO_1823_0006001606B	MS-MOTO_1823_0006001810B	MS-MOTO_1823_0006002104B	MS-MOTO_1823_0006002290B	MS-MOTO_1823_0006002520B	MS-MOTO_1823_0006002657B	MS-MOTO_1823_0006003376B	MS-MOTO_1823_0006003534B	MS-MOTO_1823_00004081682	MS-MOTO_1823_00004081687	MS-MOTO_1823_00004081690	MS-MOTO_1823_00004081692	MS-MOTO_1823_00004081697
BegDoc	MS-MOTO_1823_0006001337B	MS-MOTO_1823_0006001488B	MS-MOTO_1823_0006001692B	MS-MOTO_1823_0006001978B	MS-MOTO_1823_0006002105B	MS-MOTO_1823_0006002291B	MS-MOTO_1823_0006002521B	MS-MOTO_1823_0006003257B	MS-MOTO_1823_0006003468B	MS-MOTO_1823_00004081679	MS-MOTO_1823_00004081683	MS-MOTO_1823_00004081688	MS-MOTO_1823_00004081691	MS-MOTO_1823_00004081693
Witness														
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Dispute Authenticity and Admissibility?	×	X	×	X	X	X	X	X	×	X	X	X	X	X	×	X	X	X	X	×	X	X	X
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<u>DocDate</u>	8/8/2011	9/9/2011	10/5/2011	11/4/2011	12/5/2011	1/9/2012	2/10/2012	3/2/2012	4/3/2012	5/2/2012	6/8/2012	7/5/2012	8/13/2012	9/11/2012	10/3/2012	11/1/2012	12/7/2012	1/7/2013	2/4/2013	3/5/2013			
Description	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 8/8/2011 8/08/2011	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $9/09/2011$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $10/05/11$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $11/04/11$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 12/05/11	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $1/09/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $2/10/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $3/02/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $4/03/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $5/02/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 6/8/2012 6/08/12	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $7/05/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $8/13/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $9/11/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 10/03/12	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $11/01/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $12/07/12$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated $01/07/13$	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 02/04/13	Danielson Harrigan Leyh & Tollefon Invoice to Microsoft, dated 03/05/2013	[Redacted] Summary of Invoices related to ITC Inv. No. 337-TA 744	[Redacted] Summary of Invoices related to ITC Inv. No. 337-TA 752	[Redacted] Summary of Invoices related to W.D. Wash Case No. 10-1823
<u>EndDoc</u>	MS-MOTO_1823_00004081705	MS-MOTO_1823_00004081713	MS-MOTO_1823_00004081716	MS-MOTO_1823_00004081719	MS-MOTO_1823_00004081727	MS-MOTO_1823_00004081738	MS-MOTO_1823_00004081744	MS-MOTO_1823_00004081753	MS-MOTO_1823_00004081780	MS-MOTO_1823_00004081795	MS-MOTO_1823_00004081802	MS-MOTO_1823_00004081805	MS-MOTO_1823_00004081808	MS-MOTO_1823_00004081810	MS-MOTO_1823_00004081819	MS-MOTO_1823_00004081821	MS-MOTO_1823_00004081823	MS-MOTO_1823_00004081827	MS-MOTO_1823_00004081829	MS-MOTO_1823_00004081833	MS-MOTO_1823_0006004100	MS-MOTO_1823_0006004102	MS-MOTO_1823_0006004106
BegDoc	MS-MOTO_1823_00004081698	MS-MOTO_1823_00004081706	MS-MOTO_1823_00004081714	MS-MOTO_1823_00004081717	MS-MOTO_1823_00004081720	MS-MOTO_1823_00004081728	MS-MOTO_1823_00004081739	MS-MOTO_1823_00004081745	MS-MOTO_1823_00004081754	MS-MOTO_1823_00004081781	MS-MOTO_1823_00004081796	MS-MOTO_1823_00004081803	MS-MOTO_1823_00004081806	MS-MOTO_1823_00004081809	MS-MOTO_1823_00004081815	MS-MOTO_1823_00004081820	MS-MOTO_1823_00004081822	MS-MOTO_1823_00004081824	MS-MOTO_1823_00004081828	MS-MOTO_1823_00004081830	MS-MOTO_1823_0006004039	MS-MOTO_1823_0006004101	MS-MOTO_1823_0006004103
Witness																							
<u>Date</u> <u>Admitted</u>																							
<u>Date</u> <u>Offered</u>																							
Trial Exh.#	6343	6344	6345	6346	6347	6348	6349	05E9	6351	6352	8323	6354	5589	9329	2529	85E9	6589	0989	6361	6362	£9E9	6364	5989

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Dispute Authenticity and Admissibility?	X	X	×	X	X	X	X	×	X	X	X	×	×	×	X	X	×	X	×	X	×	×	X	X
Stipulate to Authenticity but not Admissibility?																								
Stipulate to Admissibility?																								
<u>DocDate</u>			6/23/2012	5/31/2012	6/30/2012	9/25/2012	9/25/2012	9/25/2012	10/1/2012	5/27/2009	3/15/2012	6/15/2012	5/29/2012	3/11/2013	8/7/2012	10/1/2012								
<u>Description</u>	Summary of Invoices related to German lawsuit	Curriculum Vitae of Todd D. Menenberg (Attachment 1)	Invoice - Ceva/Microsoft - 5714164531 for \$1822905.07 EUR	Invoice - Arvato/Microsoft - 5714032077 for \$500000.00 EUR	Invoice - Arvato/Microsoft - 5714209313 for \$351131.80 EUR	Invoice - CEVA/Microsoft - 5714506892 for \$1067862.06 EUR	Invoice - CEVA/Microsoft - 5714506882 for \$1151253.82 EUR	Invoice - CEVA/Microsoft - 5714506971 for \$1290855.14 EUR	Invoice - CEVA/Microsoft - 5714535459 for \$700000.00 EUR	Arvato Digital Services Pricebook E&D (EMEA March 2009 to June 2010)	Invoice - Arvato/Microsoft - 5714217592 for \$57800.00 EUR	Invoice - Arvato/Microsoft - 5714228817 for \$81,835.00 EUR	Invoice - KPMG/Microsoft - 5714144480 for \$2,591.82 EUR & 5714320792 for \$7,175.70 EUR (dated 7/4/2012)	CEVA/Microsoft Statement of Work	Invoice - CEVA/Microsoft - 5714329107 for \$1106133.26 EUR	Invoice - CEVA/Microsoft - 5714535459 for \$700000.00 EUR	Fixed Costs Summary Schedule	P & L View Summary Schedule	Excel file related to Distribution Turnkey Vendor Accrual (DTV Accrual sheet March 2013- from Ceva.xlsx) - Overview including fixed and variable	German Reolcation Damages Figures - Final Schedule	BEFF Overview LOB - March Acc Info for Arvato FY12	Excel file related to March Accrual Information for Arvato FY12 (March Acc info for Arvato FY12.xlsx) - multiple spreadsheets in workbook titled: BEFF Overview LOB; Accrual Summary DN; Accrual Summary UK; Accural Summary Dubai	Accrual Summary DN - March Acc Info for Arvato FY12	Accrual Summary UK - March Acc Info for Arvato FY12
<u>EndDoc</u>	MS-MOTO_1823_0006004108	N/A	MS-MOTO_1823_00004081420	MS-MOTO_1823_00004081422	MS-MOTO_1823_00004081424	MS-MOTO_1823_00004081426	MS-MOTO_1823_00004081428	MS-MOTO_1823_00004081430	MS-MOTO_1823_00004081432	MS-MOTO_1823_00004081448	MS-MOTO_1823_00004081449	MS-MOTO_1823_00004081450	MS-MOTO_1823_00004081451	MS-MOTO_1823_00004081516	MS-MOTO_1823_00004081518	MS-MOTO_1823_00004081520	MS-MOTO_1823_00004081521	MS-MOTO_1823_00004081522	MS-MOTO_1823_00004081524	MS-MOTO_1823_00004081526	MS-MOTO_1823_00004081532	MS-MOTO_1823_00004081540	MS-MOTO_1823_00004081535	MS-MOTO_1823_00004081538
BegDoc	MS-MOTO_1823_0006004107		MS-MOTO_1823_00004081419	MS-MOTO_1823_00004081421	MS-MOTO_1823_00004081423	MS-MOTO_1823_00004081425	MS-MOTO_1823_00004081427	MS-MOTO_1823_00004081429	MS-MOTO_1823_00004081431	MS-MOTO_1823_00004081433	MS-MOTO_1823_00004081449	MS-MOTO_1823_00004081450	MS-MOTO_1823_00004081451	MS-MOTO_1823_00004081452	MS-MOTO_1823_00004081517	MS-MOTO_1823_00004081519		MS-MOTO_1823_00004081522	MS-MOTO_1823_00004081523	MS-MOTO_1823_00004081525	MS-MOTO_1823_00004081527	MS-MOTO_1823_00004081527	MS-MOTO_1823_00004081533	MS-MOTO_1823_00004081536
Witness																								
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<u>Date</u> <u>Offered</u>																								
Trial Exh.#	6366	6367	6368	6369	6370	6371	6372	6373	6374	6375	9229	6377	6378	6379	6380	6381	6382	6383	6384	6385	6386	6387	6388	6389

Exhibit List	
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Dispute Authenticity and Admissibility?	×	X	X	X	X	X	X	×	×	X	X	×	×	×	×	×	×	×	×	×	X	X
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DocDate			6/1/2012	5/10/2012	6/1/2012	6/1/2012	5/17/2012	5/18/2009	6/26/2012		8/31/2011	9/19/2011	1/31/2012	4/17/2012	4/30/2012	5/14/2012	5/15/2012	5/21/2012	5/31/2012	5/31/2012	6/19/2012	6/30/2012
Description	Accural Summary Dubai - March Acc Info for Arvato FY12	Midyear Forecast Volumes FY12	Statement of Work between Microsoft and Arvato - Distribution Turnkey Supplier Services SOW DealPoint Number 887617 (SOW Effective Date: 6/1/2012)	Letter to Hans-Peter Heulskotter from Theresa Daly regarding Scope of Termination of Arvato Services and Operations in Germany	(July 2012 to July 2013) between Microsoft and	Statement of Work between Microsoft and Arvato - Freight Management Vendor Services SOW DealPoint Number 887650 (SOW Effective Date: 6/1/2012)	Country Participation Agreement between CEVA and Microsoft (Effective Date 5/18/2012)	Microsoft Operations Vendor Services Agreement between CEVA and Microsoft - unsigned (5/18/2009 - 5/17/2014)	Invoice - Arvato/Microsoft - 5714161383 for \$69431.25 EUR	Project Cost Spreadsheet and Invoices	Invoice - Arvato/Microsoft - 5712922169 for \$37279.06 EUR	Invoice - Arvato/Microsoft - 5712990263 for \$39156.46 EUR	Invoice - Arvato/Microsoft - 5713527430 for \$4600.00 EUR	Invoice - KPMG/Microsoft - 5713865796 for \$5790.00 EUR	Invoice - Arvato/Microsoft - 5713917752 for \$11075.25 EUR	Invoice - Arvato/Microsoft - 5713952560 for \$28778.75 EUR	Invoice - Arvato/Microsoft - 5713962054 for \$46975.72 EUR	Invoice - KPMG/Microsoft - 5714021249 for \$14771.00 EUR	Invoice - Arvato/Microsoft - 5714039056 for \$62453.75 EUR	Invoice - Arvato/Microsoft - 5714042574 for \$78901.50 EUR	Invoice - KPMG/Microsoft - 5714154522 for \$827.00 EUR	Invoice - Arvato/Microsoft - 5714216798 for \$67320.00 EUR
<u>EndDoc</u>	MS-MOTO_1823_00004081540	MS-MOTO_1823_00004081541	MS-MOTO_1823_0004081591	MS-MOTO_1823_0004081592	MS-MOTO_1823_0004081600	MS-MOTO_1823_0004081640	MS-MOTO_1823_0004081645	MS-MOTO_1823_0004081678	MS-MOTO_1823_0004082684	MS-MOTO_1823_0004082697	MS-MOTO_1823_0004082699	MS-MOTO_1823_0004082701	MS-MOTO_1823_0004082703	MS-MOTO_1823_0004082704	MS-MOTO_1823_0004082705	MS-MOTO_1823_00004082707	MS-MOTO_1823_0004082709	MS-MOTO_1823_0004082710	MS-MOTO_1823_0004082711	MS-MOTO_1823_0004082713	MS-MOTO_1823_0004082714	MS-MOTO_1823_0004082716
BegDoc	MS-MOTO_1823_00004081539	MS-MOTO_1823_00004081541	MS-MOTO_1823_00004081544	MS-MOTO_1823_00004081592	MS-MOTO_1823_00004081593	MS-MOTO_1823_00004081601	MS-MOTO_1823_00004081641	MS-MOTO_1823_00004081646	MS-MOTO_1823_00004082683	MS-MOTO_1823_00004082685	MS-MOTO_1823_00004082698	MS-MOTO_1823_00004082700	MS-MOTO_1823_00004082702	MS-MOTO_1823_00004082704	MS-MOTO_1823_00004082705	MS-MOTO_1823_00004082706	MS-MOTO_1823_00004082708	MS-MOTO_1823_00004082710	MS-MOTO_1823_00004082711	MS-MOTO_1823_00004082712	MS-MOTO_1823_00004082714	MS-MOTO_1823_00004082715
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Trial Exh.#	6390	6391	6392	6393	6394	6395	9396	6397	6398	6388	6400	6401	6402	6403	6404	6405	6406	6407	6408	6409	6410	6411

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<u>DocDate</u>	6/29/2012	7/31/2012	7/4/2012	7/31/2012	8/20/2012	9/17/2012	10/30/2012	12/11/2012	12/18/2012	12/20/2012	12/21/2012	4/30/2012	5/31/2012	6/26/2012	3/31/2012			4/4/2013			7/1/2010			7/12/2012
<u>Description</u>	Invoice - Arvato/Microsoft - 5714236764 for \$985.64 EUR	Invoice - Arvato/Microsoft - 5714319910 for \$635.00 EUR	Invoice - KPMG/Microsoft - 5714320792 for \$7175.70 EUR	Invoice - Arvato/Microsoft - 5714329827 for \$14456.56 EUR	Invoice - KPMG/Microsoft - 5714397169 for \$10417.00 EUR	Invoice - KPMG/Microsoft - 5714524000 for \$4369.00 EUR	Invoice - KPMG/Microsoft - 5714693898 for \$2500.00 EUR	Invoice - Ceva/Microsoft - 5714858215 for \$115000.00 EUR	Invoice - Ceva/Microsoft - 5714892707 for \$69855.00 EUR	Invoice - Ceva/Microsoft - 5714915804 for \$1608418.00 EUR	Invoice - Ceva/Microsoft - 5714923937 for \$3970962.00 EUR	Invoice - Arvato/Microsoft - 5713917746 for \$4882.00 EUR	Invoice - Arvato/Microsoft - 5714032108 for \$4882.00 EUR	Invoice - Arvato/Microsoft - 5714170466 for \$66491.89 EUR	Invoice - Arvato/Microsoft - 5714048152 for \$8415.00 EUR	Calfo Harrigan Leyh & Tollefson Invoices	Excel Spreadsheet - March Accural and Invoice Details (spreadsheet titled: Ceva Accural Details; Var; Paid	Invoice - Ceva/Microsoft - 5715397025 for \$444327.00 EUR and 5715297893 for \$866199.00 EUR	Excel Spreadsheet - Fixed Asset Details (spreadsheets titled: Paid; 1st Payment; 2nd Payment; 3rd Payment; Summary (Invoice - Ceva/Microsoft - 5714917709 for \$620130.00 EUR and 5714923941 for \$56280.00 EUR)	Excel Spreadsheet - Var Pricebook Compare	Arvato Digital Services Pricebook E&D (EMEA July 2010 to June 2012)	Duren Warehouse (Germany) Floor Plan	Venray Comparison YOY - native spreadsheet	Freshtields Bruckhaus Deringer LLP Invoice, dated July 12, 2012
<u>EndDoc</u>	MS-MOTO_1823_0004082717	MS-MOTO_1823_0004082719	MS-MOTO_1823_0004082720	MS-MOTO_1823_0004082721	MS-MOTO_1823_0004082722	MS-MOTO_1823_0004082723	MS-MOTO_1823_0004082724	MS-MOTO_1823_0004082726	MS-MOTO_1823_0004082728	MS-MOTO_1823_0004082730	MS-MOTO_1823_0004082732	MS-MOTO_1823_0004082733	MS-MOTO_1823_0004082735	MS-MOTO_1823_0004082737	MS-MOTO_1823_0004082739	MS-MOTO_1823_00004083024	MS-MOTO_1823_00004083029	MS-MOTO_1823_00004083029	MS-MOTO_1823_00004083034	MS-MOTO_1823_00004083035	MS-MOTO_1823_00004083316	MS-MOTO_1823_00004083317	MS-MOTO_1823_00004083318	MS-MO10_1823_00004086012
<u>oogbag</u>	MS-MOTO_1823_00004082717	MS-MOTO_1823_00004082718	MS-MOTO_1823_00004082720	MS-MOTO_1823_00004082721	MS-MOTO_1823_00004082722	MS-MOTO_1823_00004082723	MS-MOTO_1823_00004082724	MS-MOTO_1823_00004082725	MS-MOTO_1823_00004082727	MS-MOTO_1823_00004082729	MS-MOTO_1823_00004082731	MS-MOTO_1823_00004082733	MS-MOTO_1823_00004082734	MS-MOTO_1823_00004082736	MS-MOTO_1823_00004082738	MS-MOTO_1823_00004082976	MS-MOTO_1823_00004083025	MS-MOTO_1823_00004083027	MS-MOTO_1823_00004083030	MS-MOTO_1823_00004083035	MS-MOTO_1823_00004083294	MS-MOTO_1823_00004083317	MS-MOTO_1823_00004083318	MS-MO10_1823_00004086011
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<u>Date</u> <u>Offered</u>																								
Trial Exh.#	6412	6413	6414	6415	6416	6417	6418	6419	6420	6421	6422	6423	6424	6425	6426	6427	6428	6429	6430	6431	6432	6433	6434	6435

Trial Exh. # Offered	rte <u>Date</u>	Witness	BegDoc	EndDoc	Description	DocDate	Stipulate to Admissibility?	Stipulate to Authenticity but not Admissibility?	Dispute Authenticity and Admissibility?
6436			MS-MOTO_1823_00004086019	MS-MOTO_1823_00004086027	Freshfields Bruckhaus Deringer LLP Invoices, dated August 17 and September 7, 2012	8/17/2012			X
6437			MS-MOTO_1823_00004086029	MS-MOTO_1823_00004086030	Boehmert & Boehmert Vendor Invoices, dated January 16 and April 16, 2013	9/7/2012			X
6438			MS-MOTO_1823_00004086044	MS-MOTO_1823_00004086044	SAP Cutoff Time as of 9/27/2012	1/16/2013			X
6439			MS-MOTO_1823_00004086045	MS-MOTO_1823_00004086051	Freshfields Bruckhaus Deringer LLP Invoice, dated May 14, 2012	4/16/2013			X
6440			MS-MOTO_1823_00004086052	MS-MOTO_1823_00004086057	Boehmert & Boehmert Vendor Invoices, dated October 19, 2011; March 28 and April 26, 2012; December 20, 2011	9/27/2012			X
6441			MS-MOTO_1823_00004086058	MS-MOTO_1823_00004086058	Venray Travel Costs for FY 2012 - native spreadsheet	5/14/2012			×
6442			MS-MOTO_1823_00004086059	MS-MOTO_1823_00004086059	Venray Travel Costs for FY 2013 - native spreadsheet				X
6443			MS-MOTO_1823_00004086061	MS-MOTO_1823_00004086061	Excel file related to 2011 Storage Costs (Book1.xlsx) - native file				X
6444			MS-MOTO_1823_00004086062	MS-MOTO_1823_00004086062	Excel file related to Comparison between Ceva and Arvato Costs (Compare Ceva and Arvato Costs.xlsx) - native file				23]I R ×
6445			MS-MOTO_1823_00004086063	MS-MOTO_1823_00004086083	Arvato Digital Services Pricebook E&D (EMEA July 2011 to June 2012)	7/1/2011			×
6446			MS-MOTO_1823_00004086084	MS-MOTO_1823_00004086084	Excel file related to Storage Costs (Storage Lxlsx) - native file				X
6447			MS-MOTO_1823_00004086085	MS-MOTO_1823_00004086085	Excel file related to Tax Invoices (Tax invoices.xlsx) - native file				X
6448			MS-MOTO_1823_00004086086	MS-MOTO_1823_00004086087	Excel files related to VAS Support Documentation (VAS Jan & feb.xlsx and VAS March.xlsx) - native file				X
6449			MS-MOTO_1823_00004086088	MS-MOTO_1823_00004086091	Excel file related to Arvato fixed cost reconciliation (Book2.xlsx)				X
6450			MS-MOTO_1823_00004086226	MS-MOTO_1823_00004086226	Legal Costs Allocation Breakdown (Exhibit 1 to Todd Menenberg Expert Witness Report)				X
6451			MS-MOTO_1823_00004086227	MS-MOTO_1823_00004086231	Sidley Austin and Calfo Harrigan Leyh & Eakes Invoice Summary (Exhibit 2 to Todd Menenberg Expert Witness Report)				X
6452			MS-MOTO_1823_00004086232	MS-MOTO_1823_00004086239	Sidley Austin and Calfo Harrigan Leyh & Eakes Invoice Summary by Timekeeper (Exhibit 3 to Todd Menenberg Expert Witness Report)				<u>e 66 of</u> ×
6453			MS-MOTO_1823_00004086240	MS-MOTO_1823_00004086240	Sidley Austin Invoice Summary Fee and Expense Amounts by Client Matter Number (Exhibit 4 to Todd Menenberg Expert Witness Report)				X
6454			MS-MOTO_1823_00004086241	MS-MOTO_1823_00004086241	Sidley Austin Invoice Summary Fee and Expense Amounts by Various Subjects (Exhibit 5 to Todd Menenberg Expert Witness Report)				×
6455			MS-MOTO_1823_00004086242	MS-MOTO_1823_00004086242	Comparison of Facility Operating Costs Between Netherlands and Germany (Exhibit 6 to Todd Menenberg Expert Witness Report)				X
6456			MS-MOTO_1823_00004086243	MS-MOTO_1823_00004086243	Ceva and Arvato costs (NCI Copy).xlsx - native file				X
6457			MS-MOTO_1823_00004086244	MS-MOTO_1823_00004086244	Facility Cost Invoice Summary.xlsx - native file				X

Microsoft Corporation v. Motorola, Inc., et al. Case No. 10-1823JLR (W.D.Wash.)

							Case 2	:10	-C\	<mark>/-018</mark>	23-JL	R Doo	cument	802 Fil	ed 0	7/29/13	Page 6	67 of 86				
Dispute Authenticity and Admissibility?	X	X	X	X	X	X	×	×		X	X	×	×	×	X	×	×	X	×	X	X	X
Stipulate to Authenticity but not Admissibility?																						
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DocDate										2/1/2007	1/2/2012	1/19/2012	1/24/2012	1/25/2012	1/26/2012	1/27/2012	1/31/2012	2/3/2012	2/9/2012	2/13/2012	2/14/2012	2/15/2012
Description	Invoice Summary - Calfo Harrigan.xlsx - native file	Invoice Summary - Klarquist, Boehmert, Freshfields.xlsx - native file	Invoice Summary - Sidley Austin.xlsx - native file		Venray FY12 (NCI Copy).xlsx - native file	Venray FY'13 (NCI Copy).xlsx - native file	Freshfields Bruckhaus Deringer LLPand Klarquist Sparkman LLP invoice printouts from Microsoft's TyMetrix360°system	Various Relocation Excel Spreadsheets	WITHDRAWN [DUPLICATE OF 6363-6366]	Microsoft Vendor Services Agreement between Microsoft Ireland Operations Limited and Arvato AG	Bonded Solution Approach & Status PowerPoint Presentation	Email to Owen Roberts and Jeff Davidson from Fergus Rigley and attached Console Options PowerPoint Presentation	Email to Owen Roberts and Fergus Rigley from Philipp Klapper and attached Change 2012 PowerPoint Presentation	Email to Owen Roberts, Shelley McKinley and Jeff Davidson from Fergus Rigley and attached Executive Summary document, dated 1/25/12	Email to Fergus Rigley and Owen Roberts from Bruno Verlinden and attached Ceva cost proposal	Email to Owen Roberts from Fergus Rigley forwarding CEVA ADS cost comp and attached referenced excel spreadsheet (in native)	Email to Owen Roberts, Shelley McKinley and Jeff Davidson from Fergus Rigley and attached Executive Summary document, dated 1/31/2012	Email to Fergus Rigley from Bruno Verlinden and attached Ceval multi-country proposal with comparison summary table.	Email to Owen Roberts and Jeff Davidson from Fergus Rigley regarding Progress Update	Email to Owen Roberts from Fergus Rigley forwarding signed ADS termination letter to Arvato	Email to Jeff Davidson from Owen Roberts and attached PowerPoint titled Germany - High Level Plan/Scope/Status	Email to Owen Roberts from Anthony Martin and attached Overview of Germany Models PowerPoint slide
<u>EndDoc</u>	MS-MOTO_1823_00004086245	MS-MOTO_1823_00004086246	MS-MOTO_1823_00004086247	MS-MOTO_1823_00004086248	MS-MOTO_1823_00004086249	MS-MOTO_1823_00004086250	MS-MOTO_1823_0006003984	MS-MOTO_1823_0006004037		MS-MOTO_1823_00004086225	MS-MOTO_1823_00004083089	MS-MOTO_1823_00004084546	MS-MOTO_1823_00004084483	MS-MOTO_1823_00004084464	MS-MOTO_1823_00004084459	MS-MOTO_1823_00004084446	MS-MOTO_1823_00004084444	MS-MOTO_1823_00004084438	MS-MOTO_1823_00004084386	MS-MOTO_1823_00004084385	MS-MOTO_1823_00004084676	MS-MOTO_1823_00004085141
BegDoc	MS-MOTO_1823_00004086245	MS-MOTO_1823_00004086246	MS-MOTO_1823_00004086247		MS-MOTO_1823_00004086249	MS-MOTO_1823_00004086250	MS-MOTO_1823_0006003982	MS-MOTO_1823_0006003985		MS-MOTO_1823_00004086092	MS-MOTO_1823_00004083080	MS-MOTO_1823_00004084522	MS-MOTO_1823_00004084465	MS-MOTO_1823_00004084460	MS-MOTO_1823_00004084447	MS-MOTO_1823_00004084445	MS-MOTO_1823_00004084439	MS-MOTO_1823_00004084400	MS-MOTO_1823_00004084386	MS-MOTO_1823_00004084383	MS-MOTO_1823_00004084662	MS-MOTO_1823_00004085140
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Trial Exh.#	6458	6459	6460	6461	6462	6463	6464	6465	6466	6467	6468	6469	6470	6471	6472	6473	6474	6475	6476	6477	6478	6479

Witness BegDoc		<u>EndDoc</u>	<u>Description</u>	<u>DocDate</u>	Stipulate to Admissibility?	Stipulate to Authenticity but not Admissibility?	Dispute Authenticity and Admissibility?
_00004084314	MS-MOTO_1823_00004084341		PowerPoint presentation titled EMEA Operating Region Request 2/20/2012 for DTV Venlo; Cost and timeline - Culemborg (The Netherlands)	2/20/2012			×
_00004084342	MS-MOTO_1823_00004084346		Email to Fergus Rigley, Owen Roberts, Theresa Daly, Jeff Davidson and others from Anthony Martin and attached PowerPoint titled Germany - High Level Plan/Scope/Status	2/21/2012			X
MS-MOTO_1823_00004084233 MS-MOTO_1823_00004084272	MS-MOTO_1823_00004084272		Email to Doug Ralphs, Jonathan Allen and David Warrick from Owen Roberts and attached PowerPoint titled SC Transition Proposal	2/24/2012			Case 2:
MS-MOTO_1823_00004084229 MS-MOTO_1823_00004084230	MS-MOTO_1823_00004084230		Email to Owen Roberts, Rita O'Sullivan, Jonathan Allen, Jana Shull and Doug Ralphs and attached referenced excel spreadsheet (in native)	2/25/2012			10-cv-0 ×
	MS-MOTO_1823_00004085137		Email to Owen Roberts from Fergus Rigley regarding latest CEVA proposal	2/26/2012			1823 ×
_00004085134	MS-MOTO_1823_00004085134			2/26/2012			-,]] ×
_00004082911	MS-MOTO_1823_00004082921		1	2/28/2012			R C
MS-MOTO_1823_00004085071 MS-MOTO_1823_00004085073	MS-MOTO_1823_00004085073		Email to Brian Tobey and Owen Roberts from David Warrick and attached Arvato Overview document	2/29/2012			X
	MS-MOTO_1823_00004085045		d Rita tled	3/1/2012			nent 802 ×
_00004084954	MS-MOTO_1823_00004084965		Email to David Warrick from Owen Roberts and attached PowerPoint titled EMEA Supplier Selection Response Summary & Recommendation	3/7/2012			Filed 07
MS-MOTO_1823_00004084008 MS-MOTO_1823_00004084008	MS-MOTO_1823_00004084008		Email to Jeff Davidson, Fergus Rigley, Jana Shull, Jesse Schriner from Owen Roberts regarding Europe DTV decision	3/8/2012			<u>7/29/13</u> ×
	MS-MOTO_1823_00004085347		Project Z - Implementation EMEA DTV - Venray	3/23/2012			X
	MS-MOTO_1823_00004082644		tached excel	4/6/2012			age (
MS-MOTO_1823_00004083854 MS-MOTO_1823_00004083856			Email to Jeff Davidson from Owen Roberts and attached signed letter to Theresa Daly	4/17/2012			58 of ×
MS-MOTO_1823_00004082894 MS-MOTO_1823_00004082901			Letter of Intent between Microsoft Ireland Operations Limited and CEVA Logistics Netherlands BV	5/3/2012			86 ×
MS-MOTO_1823_00004083590 MS-MOTO_1823_00004083590 I			Email to Michael Trzupek and Shelley McKinley from Owen Roberts regarding relocation costs	5/22/2012			×
MS-MOTO_1823_00004085245 MS-MOTO_1823_00004085314	MS-MOTO_1823_00004085314		Project Z - Warehouse process design validation session - Venray (The Netherlands)	4/3/2012			×
00004085375 MS-MOTO	MS-MOTO_1823_00004085375			4/4/2012			X
_00004085376	MS-MOTO_1823_00004085376			4/4/2012			X
00004085377	MS-MOTO_1823_00004085377			4/4/2012			X
00004085379	MS-MOTO_1823_00004085379			4/4/2012			X
MS-MOTO_1823_00004085382 MS-MOTO_1823_00004085382	MS-MOTO_1823_00004085382		Warehouse Photograph	4/4/2012			X

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Stipulate to Admissibility?															×	×
<u>DocDate</u>	7/1/2013	7/1/2013	2/13/2012	1/20/2012	11/20/2012	1/18/2012	11/14/2012	9/2/2011	6/1/2011	2/27/2012	7/16/2012	11/30/2012	12/1/2011	9/13/2004		
<u>Description</u>	Letter from M.Kreuz to P.Chrocziel re: provisional enforcement ordered by Regional Court of Mannheim's 5/2/2012 Judgment in Case No. 2 O 373/11 (German version)	Letter from M.Kreuz to P.Chrocziel re: provisional enforcement ordered by Regional Court of Mannheim's 5/2/2012 Judgment in Case No. 2 O 373/11 (English translation)	Transcript of Telephone Conference with Judge Robart, held February 13, 2012	[Redacted] Trial Transcript excerpts of Kirk Daily testimony (ITC Inv. No. 337-TA-752)	[Redacted] Trial Transcript excerpts of Kirk Daily testimony (WDWA Case No. 10-1823)	[Redacted] Trial Transcript excerpts of Jennifer Ochs testimony (ITC Inv. No. 337-TA-752)	[Redacted] Trial Transcript excerpts of Jennifer Ochs testimony (WDWA Case No. 10-1823)	[Redacted] Deposition Transcript excerpts of Kirk Dailey testimony (ITC Inv. No. 337-TA-752)	Order Granting in part and Denying in part Motorola's Motions to Dismiss, Denying Microsoft's Motion to Dismiss and Consolidating Case No. C10-1823JLR and C11-343JLR (Dkt 66)	Order on Plaintiff's Motion for Partial Summary Judgment (Dkt 188)	Order Granting Joint Motion to Stay All Pending Patent Infringement Related Cases and Claims between the Plaintiff Microsoft and Defendants Motorola, et al (Dkt 360)	Order Granting Microsoft's Motion Dismissing Motorola's Claim for Injunctive Relief (Dkt 607)	Motorola and Vtech Patent License Agreement (CX-782C; Inv. No. 337-TA-752)	Patent Cross License Agreement; Attachment B to Settlement Agreement Between Proxim and Symbol (CX-777C; ITC Inv. No. 337-TA-752)	IEEE "IEEE Standards Association Board Bylaws" (http://standards.ieee.org/develop/policies/bylaws/sect6-7.html)	ITU "Common Patent Policy for ITU-T/ITU/R/ISO/IEC" (www.itu.int/en/ITU-T/ipr/Pages/policy.aspx?printfriendly=yes)
EndDoc	MS-MOTO_1823_00005258336	MS-MOTO_1823_00005258338											MOTM_WASH1823_0394401	MOTM_WASH1823_0398597		
BegDoc	MS-MOTO_1823_00005258335	MS-MOTO_1823_00005258337											MOTM_WASH1823_0394368	MOTM_WASH1823_0398576		
Witness													Murphy			
<u>Date</u> Admitted																
<u>Date</u> <u>Offered</u>																
Trial Exh.#	6540	6541	6542	6543	6544	6545	6546	6547	6548	6249	6550	6551	13	36	216	217

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Dispute Authenticity and Admissibility?																
Stipulate to Authenticity but not Admissibility?	×					×					×	X	X	×		
Stipulate to Admissibility?		×	×	×	×		X	X	X	×					×	х
DocDate	6/22/2012	4/21/2005	10/29/2008	12/8/2010	12/2/2002	8/17/2012	00/00/2005	00/00/1999	00/00/00	00/00/2002	8/8/2011		12/16/2011	3/6/2012	5/2/2012	5/2/2012
Description	Opinion and Order re: dismissal, <u>Apple and NeXT Software v.</u> Motorola, No. 11-cv-08540, E.D. Illinois, 2012 US Dist LEXIS 89960 (E.D. III. 2012)	Motorola Letter of Assurance for Essential Patents re: Amendment to IEEE 802.11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) specifications: Fast Basic Service Set (BSS) Transition	Motorola Patent Statement and Licensing Declaration Form for ITU-T/ITU-R Recommendation; ISO/IEC Deliverable re: Advanced Video Coding for Generic Audiovisual Services	Motorola Patent Statement and Licensing Declaration Form for ITU-T/ITU-R Recommendation; ISO/IEC Deliverable re: Advanced Video Coding for Generic Audiovisual Services	Motorola Patent Statement and Licensing Declaration Form for ITU-T/ITU-R Recommendation, ISO/IEC Deliverable re: Advanced Video Coding for Generic Audiovisual Services	Motorola Mobility, Inc.'s Supplemental Written Response to Topics 11-12 of Microsoft's Third Amended 30(b)(6) Notice of Deposition	Guidelines for Implementation of ITU-T Patent Policy (2005)	Guidelines for Implementation of the TSB Patent Policy (1999)	Guidelines for Implementation of the TSB Patent Policy (2000)	Guidelines for Implementation of ITU-T Patent Policy (2002)	Correspondence From Kowalski To Yang Re. Motorola Mobility Inc.'s 802.11 Essentail Patent Licensing Program		Email From Ochs to Kowlaski Re. Licensing Discussions (Confidential./Subject to NDA)	Defendant Motorola Mobility, Inc.'s Notice of Deposition of Microsoft Corporation (Heiner Ex. 1)	Regional Court of Mannheim [Germany], 2 nd Civil Division, Judgment re Krause Patent (Both German and English Translations)	Regional Court of Mannheim [Germany], 2nd Civil Chambers, Decision re Wu Patent (Both German and English Translations)
EndDoc		MOTM_WASH1823_0000003	MOTM_WASH1823_0000059	MOTM_WASH1823_0000037	MOTM_WASH1823_0000040		MS-MOTO_1823_00004072903	MS-MOTO_1823_00004078899	MS-MOTO_1823_00004078877	MOTM_WASH1823_0435631	MS-MOTO_1823_00004080457		MS-MOTO_1823_00004079502		MOTM_WASH1823_0602231	MOTM_WASH1823_0602117
BegDoc		MOTM_WASH1823_0000002	MOTM_WASH1823_0000056	MOTM_WASH1823_0000035	MOTM_WASH1823_0000039		MS-MOTO_1823_00004072897	MS-MOTO_1823_00004078885	MS-MOTO_1823_00004078870	MOTM_WASH1823_0435626	MS-MOTO_1823_00004080454	MOTO_1823_00004080477	MS-MOTO_1823_00004079501		MOTM_WASH1823_0602118	MOTM_WASH1823_0602060
Witness											Leonard		Leonard		Bodewig	
Date Admitted																
<u>Date</u> <u>Offered</u>																
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<u>DocDate</u>	5/22/2012		5/17/2000	4/12/2012	1/1/2003	7/17/2002	10/27/2003	3/30/2004	12/22/2004	12/22/2003	7/1/2011	6/1/2010	7/15/2010	6/23/2006	12/17/2002	10/1/2005	3/1/2007	7/2/1905			60/00/00	6/14/2011
Description	Webpage: Google Acquires Motorola Mobility, available at:	http://investor.google.com/releases/2012/0522.html	Cellular Essential Properties Cross License Agreement between : Motorola and Nokia Corp.	Exhibit E to Motorola's Apr. 12, 2012 Written Response to Microsoft's Third Amended 30(b)(6) Notice	Agreement between	Cellular Essential Properties Cross License Agreement between Motorola and Brightstar Corp.		Cellular Essential Properties Cross License Agreement between Motorola and Casio Computer Company, Ltd.	Cellular Essential Properties Cross License Agreement between Motorola and Option NV	Cellular Essential Properties Cross License Agreement between Motorola and High Tech Computer Corp.	Confidential Patent License Agreement between Microsoft Corp. and Samsung Elecs. Co., Ltd. (Gutierrez Ex. 1)	Patent Cross License Agreement between Motorola, Inc, and RIM	Amended and Restated Cellular Essential Properties Cross License Agreement between Motorola and Nokia Corp.	Cellular Essential Properties Cross License Agreement between Motorola, and BenQ Corp.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Benefon OYJ	Cellular Essential Properties Cross License Agreement between Motorola and LG Elecs. Inc.	Guidelines for Implementation of the Common Patent Policy for ITU-T/ITU-R/ISO/IEC	IEEE-SA Standards Board Bylaws	IEEE-SA Standards Style Manual	ITU Patent Statement and Licensing Declaration Form For ITU-T OR ITU-R Recommendation – H.264	Symbol Technologies v. Proxim Inc., No. 01-801-SLR (D. Del. 2003) (jury verdict)	Microsoft Letter to Federal Trade Commission (FTC) re Patent Standards Workshop, Project No. P11-1204 (Heiner Ex. 2)
EndDoc	MOTM_WASH1823_0608702		MOTM_WASH1823_0025144		MOTM_WASH1823_0025667	MOTM_WASH1823_0023800	MOTM_WASH1823_0023935	MOTM_WASH1823_0023867	MOTM_WASH1823_0025230	MOTM_WASH1823_0024684	MS-MOTO_1823_00002244575	MOTM_WASH1823_0025597	MOTM_WASH1823_0025013	MOTM_WASH1823_0023749	MOTM_WASH1823_0023673	MOTM_WASH1823_0024825	MOTM_WASH1823_0092839	MOTM_WASH1823_0610907	MOTM_WASH1823_0610982	MOTM_WASH1823_0610989	MOTM_WASH1823_0611048	MOTM_WASH1823_0054686
BegDoc	MOTM_WASH1823_0608700		MOTM_WASH1823_0025091		MOTM_WASH1823_0025598	MOTM_WASH1823_0023750	MOTM_WASH1823_0023868	MOTM_WASH1823_0023801	MOTM_WASH1823_0025145	MOTM_WASH1823_0024585	MS-MOTO_1823_00002244552	MOTM_WASH1823_0025503	MOTM_WASH1823_0024952	MOTM_WASH1823_0023674	MOTM_WASH1823_0023636	MOTM_WASH1823_0024746	MOTM_WASH1823_0092826	MOTM_WASH1823_0610887	MOTM_WASH1823_0610908	MOTM_WASH1823_0610987	MOTM_WASH1823_0611038	MOTM_WASH1823_0054670
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Description	David Heiner and Amy Marasco, Microsoft Corporation, "Submission to the Federal Trade Commission,"	Retrieved July 22, 2012, from http://www.ftc.gov/os/comments/patentstandardworkshop/00009-60523.pdf	Confidential Patent License Agreement between View Sonic and Microsoft (Gutierrez Ex. 2)	Confidential Patent License Agreement between Quanta Computer Inc. and Microsoft (Gutierrez Ex. 3)	WiLan Microsoft (Gutierrez Ex. 6)	Presentation: Motorola Mobility - HTC Meeting IP License Discussions (February 2, 2011)	Presentation: MMI - Samsung Meeting (March 23, 2011)		Exhibit E to Motorola's August 17, 2012 Supplemental Written Response to Microsoft's Third Amended 30(b)(6) Notice	Cellular Essential Properties Cross License Agreement between Agilent Technologies, Inc. and Motorola, Inc.	Patent Cross License and Settlement Agreement between Aruba Networks, Inc. and Motorola, Inc.	s License Agreement between d Motorola, Inc.	Cellular Essential Properties Cross License Agreement between Curitel Communications, Inc. and Motorola, Inc.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Dai Telecom S.p.A	Denso Corp. and Motorola,	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Firefly Mobile, Inc.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Giant Electronics Limited	Agreement between Harris Corp. and Motorola, Inc.	Cellular Essential Properties Cross License Agreement - Subscriber, between Motorola, Inc. and Hitachi, Ltd.	Cellular Essential Properties Cross License Agreement - Infratstucture, between Motorola, Inc. and Hitachi, Ltd.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Hop-On Wireless, Inc.	USDC Essential Property Cross License Agreement between Motorola, Inc. and IFR Systems Inc.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Kyocera Corp.
<u>EndDoc</u>	GGMM-00026158		MS-MOTO_1823_00002244533	MS-MOTO_1823_00002244551	MS-MOTO_1823_00002247115	MOTM_WASH1823_0054336	MOTM_WASH1823_0054351	MOTM_WASH1823_0018627		MOTM_WASH1823_0023553	MOTM_WASH1823_0023471	MOTM_WASH1823_0024020	MOTM_WASH1823_0024083	MOTM_WASH1823_0024144	MOTM_WASH1823_0024155	MOTM_WASH1823_0024265	MOTM_WASH1823_0024326	MOTM_WASH1823_0024338	MOTM_WASH1823_0024504	MOTM_WASH1823_0024421	MOTM_WASH1823_0024584	MOTM_WASH1823_0024695	MOTM_WASH1823_0024745
BegDoc	GGMM-00026142		MS-MOTO_1823_00002244516	MS-MOTO_1823_00002244534	MS-MOTO_1823_00002247100	MOTM_WASH1823_0054329	MOTM_WASH1823_0054337	MOTM_WASH1823_0018625		MOTM_WASH1823_0023472	MOTM_WASH1823_0023450	MOTM_WASH1823_0023936	MOTM_WASH1823_0024021	MOTM_WASH1823_0024084	MOTM_WASH1823_0024145	MOTM_WASH1823_0024226	MOTM_WASH1823_0024266	MOTM_WASH1823_0024327	MOTM_WASH1823_0024422	MOTM_WASH1823_0024339	MOTM_WASH1823_0024505	MOTM_WASH1823_0024685	MOTM_WASH1823_0024696
Witness																							
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Dated: July 29, 2013

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<u>DocDate</u>	4/2/2002	6/20/1997	9/27/2007	12/29/2006	12/30/2005	1/21/1992	3/23/2000	9/26/1990	9/26/1990	12/6/2000	6/26/2001	4/1/2009	9/30/2000	12/26/2002	3/26/2003	11/30/2010	11/22/2000	12/22/2005	7/1/2007	10/17/2003
<u>Description</u>	greement between	Letter from Motorola , Inc. to Matsushita Electric Industrial Co., Ltd. re: GSM Essential Properties Cross License Agreement	Settlement and Patent Cross License Agreement between Metrologic Instruments, Inc. and Motorola, Inc.	3G Properties Cross License Agreement between Motorola, Inc. and Panasonic Mobile Communications Co., Ltd.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Pantech Co., Ltd.	Amendment to DS-CDMA Technology Agreement between Motorola, Inc. and QUALCOMM Inc.	Agreement to Amend the Patent License Agreement and Technology License Agreement and Software License Agreement between Motorola, Inc. and QUALCOMM Inc.	DS-CDMA Technology Agreement between QUALCOMM Inc. and Motorola, Inc.	Patent License Agreement between Motorola, Inc. and QUALCOMM Inc.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Robert Bosch GMBH	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and SAGEM SA	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and SAGEM Wireless	Cellular Cross License Agreement between Motorola, Inc. and Samsung Electronics Co., Ltd.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Sanyo Electric Co., Ltd.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Sharp Corp.	Exhibit 8 - Sharp-Motorola 2003 Cellular Essentials Properties Cross License Agreement Amendment between Motorola, Inc. and Sharp Corp.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Shintom Co., Ltd.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Sierra Wireless, Inc.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and T&A Mobile Phones Limited	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Telian Corp.
<u>EndDoc</u>	MOTM_WASH1823_0024893	MOTM_WASH1823_0024923	MOTM_WASH1823_0023449	MOTM_WASH1823_0025239	MOTM_WASH1823_0025381	MOTM_WASH1823_0025412	MOTM_WASH1823_0025430	MOTM_WASH1823_0025467	MOTM_WASH1823_0025502	MOTM_WASH1823_0025693	MOTM_WASH1823_0025768	MOTM_WASH1823_0025712	MOTM_WASH1823_0025832	MOTM_WASH1823_0026017	MOTM_WASH1823_0026092	MOTM_WASH1823_0026022	MOTM_WASH1823_0026145	MOTM_WASH1823_0026248	MOTM_WASH1823_0026451	MOTM_WASH1823_0026518
BegDoc	MOTM_WASH1823_0024826	MOTM_WASH1823_0024894	MOTM_WASH1823_0023430	MOTM_WASH1823_0025231	MOTM_WASH1823_0025295	MOTM_WASH1823_0025409	MOTM_WASH1823_0025413	MOTM_WASH1823_0025431	MOTM_WASH1823_0025489	MOTM_WASH1823_0025668	MOTM_WASH1823_0025713		MOTM_WASH1823_0025769	MOTM_WASH1823_0025955	MOTM_WASH1823_0026023	MOTM_WASH1823_0026018	MOTM_WASH1823_0026093	MOTM_WASH1823_0026168	MOTM_WASH1823_0026387	MOTM_WASH1823_0026452
Witness																				
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Trial Exh.#	3225	3226	3227	3228	3229	3230	3231	3232	3233	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245

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Dispute Authenticity and Admissibility?									×								Х	×	X			
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Description	Settlement Agreement between Motorola, Inc. and Telit Italia S.p.A.	Cellular Essential Properties Cross License Agreement between Motorola, Inc. and Toshiba Corp.	Letter from Motorola, Inc. to Option International nv sa re: Cellular Patent Licenses	Letter form Motorola, Inc. to RIM re: Licensing of Intellectual Property	Letter from Motorola, Inc. to Samsung Electronics Co., Ltd. re: Motorola/Samsung Cellular Cross-License Agreement	E-mail from J. Ochs to T. Kowalski re: Licensing Discussions	Email thread between J. Ochs and T. Kowalski re Licensing Discussions (Confidential/Subject to NDA with Attachment	Letter from T. Kowalski to J. Ochs re Microsoft Corporation v. Motorola Mobility, Inc. (W.D Wash, C10-1823) and related District Court, ITC, German and UK Actions	TechInsights, "Microsoft Xbox 360 "Slim Game Console" Report # 16400-100726-BTg	Public Version of Initial Determination Inv. No. 337-TA-752 (U.S.I.T.C.)	Letter of Assurance for Essential Patent Claims- 802.11s- US Publication No. US-2005-0185632-A1	Letter of Assurance for Essential Patent Claims- IEEE 802.11r - United States Patent No. 7089475	Letter of Assurance for Essential Patent Claims-802.11r-US Publication No. US-2004-0243845-A1	Rebuttal Expert Report of Dr. Maximilian Haedicke & Exhibits A-D	Expert Report of Dr. Maximilian Haedicke & Exhibits A-B	Mannheim District Court, Docket No. 2 O 387/11	Lackmann, Musielak ZPO, 10. Aufl. 2013, § 91 Rn. 11	German Federal Supreme Court (Grand Civil Panel) Case No. GSZ 1/04 "Warning Letter", English translation in IIC 2006, 94 et seq.	Schulz, MüKo-ZPO, 4. Aufl. 2013, § 91 Rn. 61.	Screen Shot http://www.motorolasolutions.com/US-EN/About/C 7/14/2013	Confidential Patent Covenant Agreement between HTC and Microsoft	Correspondence From Kowalski To Ochs Re. Licensing Discussions
EndDoc	MOTM_WASH1823_0026523	MOTM_WASH1823_0026595	MOTM_WASH1823_0022129	MOTM_WASH1823_0022331	MOTM_WASH1823_0022360	MOTM_WASH1823_0612561	MOTM_WASH1823_0612556	MOTM_WASH1823_0612559	MOTM_WASH1823_612733		MS-MOTO_1823_00001001516	MS-MOTO_1823_00001001510	IEEE-MI-MO-022629	NA	NA	NA	MOTM_WASH1823_0626919	MTOM_WASH1823_0626705	MOTM_WASH1823_0626922	NA	MS-MOTO_1823_00002244358	MS-MOTO_1823_00004080476
BegDoc	MOTM_WASH1823_0026519	MOTM_WASH1823_0026524	MOTM_WASH1823_0022129	MOTM_WASH1823_0022329	MOTM_WASH1823_0022359	MOTM_WASH1823_0612560	MOTM_WASH1823_0612550	MOTM_WASH1823_0612557	MOTM_WASH1823_612596		MS-MOTO_1823_00001001514	MS-MOTO_1823_00001001508	IEEE-MI-MO-022627	NA	NA	NA		MTOM_WASH1823_0626701	MOTM_WASH1823_0626920	NA	MS-MOTO_1823_00002244347	MS-MOTO_1823_00004080458
Witness						Ochs	sų2O		Leonard		Leonard	Leonard	Leonard	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke			Leonard
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Trial Exh.#	3246	3247	3248	3258	3263	3404	3412	3413	3418	3419	3420	3421	3422	7000	7001	7002	7003	7004	7005	9002	7007	7008

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Description	Europaisches Patent: Patentverletzung, Verwirklichung der Patentmerkmale durch die angegrlffene Ausfiihrungsform, Anwendbarkeit des deutschen Rechts, Llzenzbereltschaftserklirung, verpflichtung zur lizenzvergabe und Zahlung der lizenzgebiihr, 4b 0273/10	Einwand der Zwangslizenz im Patentverletzungsverfahren um Industriestandard, EG Art. 82; GWB § 20I; BGB § 242	Verbrauch des Wahlrechts zur Art der Schadensberechnung, ZPO §§ 322, 516II, 524IV; ZPO a.F. § 522I; BGB § 249	Kartellrechtlicher Zwangslizenzeinwand gegenüber einem Patentpool – MPEG2-Standard-Lizenzvertrag, EG Art. 82; GWB §§ 19, 20; PatG § 9	LG Düsseldorf: Urteil vom 24.04.2012 - 4b O 274/10	Landgericht Düsseldorf, 4b O 508/05	LG Mannheim: Urteil vom 18.02.2011 - 7 O 100/10	Oberlandesgericht Düsseldorf, I-2 U 22/06	Vertragliche Übernahme einer tenorierten Auskunftspflicht - GPRS-Zwangslizenz III, ZPO §§ 707, 719; GWB §§ 19, 20; AEUV Art. 102	OLG Karlsruhe: Urteil vom 23.03.2011 - 6 U 66/09	Report World Café @ ITU Patent Round Table, Geneva	Corrected Expert Report of Richard J. Holleman & Attachments A-B	Corrected Rebuttal Expert Report of Richard J. Holleman	Apple v. Motorola 11-cv-178 Opinion and Order	ETSI IPR Policy FAQs	Correspondence From Herman To Gallagher Re. Standardization Feedback for Sub-Committee on Standards (75 FR 86397)	Correspondence From Bravman To Hayes Re. Symbol Tech confirmation to IEEE providing worldwide licenses to certain patents	Letter of Assurance For Essential Patents by Symbol Technologies for High Speed Physical Layer in the 5GHz Band	Letter of Assurance For Essential Patents by Symbol Technologies for High Speed Physical Layer (PHY) extenstion in the 2.4 GHz Band	Letter of Assurance For Essential Patents by Symbol Technologies for Medium Access Control (MAC) Quality of Service Enhancements
EndDoc	MOTM_WASH1823_0626918	MOTM_WASH1823_0626713	MOTM_WASH1823_0626719	MOTM_WASH1823_0626748	MOTM_WASH1823_0626786	MOTM_WASH1823_0626825	MOTM_WASH1823_0626851	MOTM_WASH1823_0626879	MOTM_WASH1823_0626882	MOTM_WASH1823_0626902	MOTM_WASH1823_0626646	NA	NA	MOTM_WASH1823_0626407	MOTM_WASH1823_0626409	MOTM_WASH1823_0626418	MOTM_WASH1823_0000005	MOTM_WASH1823_0000007	MOTM_WASH1823_0000009	MOTM_WASH1823_0000011
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Witness	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Haedicke	Holleman	Holleman	Holleman	Holleman	Holleman	Holleman	Holleman	Holleman	Holleman
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<u>Description</u>	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Project Watershed	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Project Watershed	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Project Watershed	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1148824	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1145238	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1142030	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1207401	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1213230	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1230102	Screen Shot http://www.motorola.com/us/consumers/About_Mot	PrintMatterInvoiceDetail page Motorola v. Microsoft 3:10-cv-700 Invoice No. 1235774	Invoice From Greshfields Bruckhaus Deringer to Microsoft Re.	Legal Advice for General Instrument Invoice No. 06/139923	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Law Offices Danielson Harrigan Leyh & Tollefson LLP Invoice Re. Microsoft v. Motorola WDWA 2:10-cv-1823	Expert Report of Gregory K. Leonard, Ph.D. & Exhibits A-B	Settlement And Patent License Agreeent for H.264 Properties and 802.11 Properties Between Motorola and General Instrument Non-Binding Discussion Draft
EndDoc	MS-MOTO_1823_00004083002	MS-MOTO_1823_00004083004	MS-MOTO_1823_00004083007	MS-MOTO_1823_00004086013	MS-MOTO_1823_00004086014	MS-MOTO_1823_00004086015	MS-MOTO_1823_00004086016	MS-MOTO_1823_00004086017	MS-MOTO_1823_00004086018	NA	MS-MOTO_1823_00004086028	MS-MOTO_1823_0006004115		MS-MOTO_1823_00004083009	MS-MOTO_1823_00004083011	MS-MOTO_1823_00004083013	MS-MOTO_1823_00004083015	MS-MOTO_1823_00004083018	MS-MOTO_1823_00004083020	MS-MOTO_1823_00004083022	MS-MOTO_1823_00004083024	NA	NA
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Description	337-TA-744 Notice of a Commisssion Final Determination of Viloation of Section 337; Issuance of a Limited Exclusion Order; Terination of Investigation	Correspondence From Ghotge To Reinhardt Re. File Allocation Table file System	Correspondence From Pearlson To Cramer Re. June 15th Correspondence Re. Google AVC Patent Portfolio License	Settlement and Patent License Agreement Betweeen Microsoft and Motorola Non-Binding Discussion Draft	"Microsoft Patent List March 23, 2013.csv," available at http://www.microsoft.com/global/enus/legal/RichMedia/Patterns/Microsoft%20Patent%20List%20Mar ch%2025%202013.csv	http://www.microsoft.com/en- us/legal/IntellectualProperty/IPLicensing/Default.aspx	http://www.mpegla.com/main/programs/AVC/Pages/Licensors.a	http://news.cnet.com/8301-1035_3-57577704-94/the-first-call-from-a-cell-phone-was-made-40-years-ago-today/	IEEE-SA Standards Board Operations Manual	Constitution of The International Telecommunication Union: Preamble	Constitution of The International Telecommunication Union: Chapter 1 Functioning of the Union	IEEE 802.11 Intellectual Property Statement Motorola Inc. Intellectual Property Statement on the Motorola Proposals by Hillman	Expert Rebuttal Report of Gregroy K. Leonard, Ph.D.	Email From Kowalski To Ochs Re. Licencing Discussions	Considerations for Developing or Revising PSO IPR Policies	Standard Setting, Patents, and Access Lock-In: RAND Licensing and the Theory of the Firm	Email From Art To Marasco Re. Urgent Conference New Frontiers of Antitrust	Email From Lichtman To Marasco Re. A RAND Primer	Pre-Print American Bar Association Section of Intellectual Property Law by Herman	Standard Setting, Patents, and Access Lock-In: RAND Licensing 0/0/05 and the Theory of the Firm	Correspondence From Tachner To Killough Re. Microsoft July 1 letter
EndDoc	NA	MS-MOTO_1823_00002370170	NA	NA					MOTM_WASH1823_0626506	MOTM_WASH1823_0626563	MOTM_WASH1823_0626642	MOTM_WASH1823_000004	NA	MOTM_WASH1823_0620518	MOTM_WASH1823_0402470	MS-MOTO_1823_0000904124	MS-MOTO_1823_0000907121	MS-MOTO_1823_0000907402	MS-MOTO_1823_0000907424	MS-MOTO_1823_0000904118	MS-MOTO_1823_00002289897
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<u>Description</u>	Fair, Reasonable and Non-Discriminatory Some Practical Thoughts About FRAND Licensing Commitments by Marasco	Email From Killough To Marasco, Fahokun & D'Amico Re. Ltr to Horacio E. Gutierrez, Microsoft	Email From Killough To Marasco, Culbert & Reederoth Re. FW:H.264 Patent License	Tilburg Slide Descriptions	rasco Vice President and Gneral al Statandards Institue before the FTC	ANSI Activites Related to IPR and Standards	Four Topics	Marasco To Marasco et al Re. Next Tif Conference and Proposed Draft Agenda- Call In Information ent	1088	Duranter and		Defendant Motorola Mobility's First Set of Interrogatories and	Request for Production to Plaintiff Microsoft and Microsoft Corporation's 4/3/2013 Supplemental Objections, Answers, and			Disclosures Pursuant to Federal Rule of Civil Procedure	20(d)(1)(x1)(1)and (ni) 20.00000000000000000000000000000000000	Exhibit H venray Distribution and Warehouse Services Start-Up and Run Services Pricing Agreement	Vendor Invoice No. 2012 1281 Vendor Ceva Logistics Neterlands BV Buyer 1062 Micrsoft Ireland Operations Limited	Vendor Invoice No. 800984963 German	Vendor Invoice No. 801001740 German	Vendor Invoice No. 2412 0015 Vendor Ceva Logistics Neterlands BV Buyer 1062 Micrsoft Ireland Operations Limited	Vendor Invoice No. 2412 0016 Vendor Ceva Logistics Neterlands BV Buyer 1062 Micrsoft Ireland Operations Limited	Vendor Invoice No. 2412 0018 Vendor Ceva Logistics Neterlands BV Buyer 1062 Micrsoft Ireland Operations Limited	Vendor Invoice No. 2412 0020 Vendor Ceva Logistics Neterlands BV Buyer 1062 Micrsoft Ireland Operations Limited
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BegDoc	MS-MOTO_1823_0000905005	MS-MOTO_1823_0000907445	MS-MOTO_1823_0000907469	MS-MOTO_1823_0000904999	MS-MOTO_1823_0000908381	NA	MS-MOTO_1823_0000905276	MS-MOTO_1823_0000908317	MS MOTO 1823 00000008323	MOTIVITIES - 00000908323	MOTM_WASH1825_0591912	NA			NA		100000000 CC01 OTOM DM	MS-MOTO_1823_00004081413	MS-MOTO_1823_00004081419	MS-MOTO_1823_00004081421	MS-MOTO_1823_00004081423	MS-MOTO_1823_00004081425	MS-MOTO_1823_00004081427	MS-MOTO_1823_00004081429	MS-MOTO_1823_00004081431
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Description	Microsoft Arvato Digital Service Arvato Digital Services Pricebook E&D EMEA March 2009 to June 2010	Invoice Arvato-Bertelsmann Distribution	Invoice Arvato-Bertelsmann Distribution	Invoice Arvato-Bertelsmann Distribution	Vendor Invoice No. 2412 0001 Vendor Ceva Logistics Neterlands BV Buyer 1062 Microff Ireland Operations Limited	ivectionius D.v. Duyer 1002 impisori neigilu Operations Emitted	PrintMatterInvoiceDetailPage Invoice No. 06/147383	Danielson harrigan Leyh & Tollefson LLP Account No. 5755- 005A Invoice	Docket No. 1 Microsoft Corp. v. Motorola Complaint 2:10-cv-01577	337-TA-752 Initial Determination	337-TA-794 Notice of the Commission's Final Determination	Finding a Violation of Section 337; Issuance of a Limited Exclusion Order and a Cease and Desist Order. Termination of	the Investigation	Ruling Blocks iPhone Sales wsj website	USPTO Policy Statement on Remedies for Standards-Essential	Patents Subject to Voluntary F/RAND Commitments	Defendant Motorola Mobility's First Set of Interrogatories and	Request for Production to Plaintiff Microsoft and Microsoft Corporation's 5/21/13 Supplemental Answer to Interrogatory No. 3	AVC Patent Portfolio License between Google and MPEG LA	Email From Sullivan To PATTY RE. 22 or 23 July Short Talk in Geneva?	Email From Sullivan To Nelson, Paramasivam, Hughes, Glenn, Hitchcock, El-Gammal, Daniels, Stam, Brown, Nalebuff, Griffits, Blizinksky & Lappenbusch Re. MS Involvement in MPEG Standard	Motorla's Second Notice of Deposition to Microsoft	Corportation Pursuant to Federal Rule of Civil Procedure 30(B)(6)	Xbox 360 Remains the No. 1 Selling Console in U.S. in March by Meisner	Email From Turner To Patentpolicy-comment@q3.org Re. MS Views on Last Call Patent Policy Draft	Patent Assignment and License & Settlement Agreement Between Xerox Corp. and Google Inc.	Patent Licence Agreement Between Multimedia Patent Trust and Google Inc.
EndDoc	MS-MOTO_1823_00004081448	MS-MOTO_1823_00004081449	MS-MOTO_1823_00004081450	MS-MOTO_1823_00004081451	MS-MOTO_1823_00004081518		MS-MOTO_1823_0006000062	MS-MOTO_1823_00004081682	NA	NA	NA			NA	NA		NA		GGMM-00000328	MS-MOTO_1823_0000243309	MS-MOTO_1823_0000241648	NA		NA	NA	MOTM_WASH1823_0612790	MOTM_WASH1823_0621323
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Joint Trial Exhibit List

Dated: July 29, 2013

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Description	Motorola's Third Notice of Deposition to Microsoft Corportation 4/30/2013 Pursuant To Federal Rule of Civil Procedure 30(b)(6)	Topic 4 & Response	Topic 8 & Response	Regional Court of Dusseldorf Ruling 4b O 104/12	Posted By Heiner Interoperability: The Other Side of Our	Settlement with the Eurpoean Commission	Frequently Asked Questions About Interoperability	Microsoft Open Specifications Interoperability Principles	Patent Covenant Agreement Microsoft Exchange- Outlook	Protocol Agreement for Microsoft	Patent Covenant Agreement Microsoft Exchange- Outlook Protocol Agreement for Microsoft	Patent Covenant Agreement Microsoft Exchange- Outlook Protocol Agreement for Microsoft	Patent Covenant Agreement Microsoft Exchange- Outlook Protocol Agreement for Microsoft	Email From Garces-Tolon To Heiner & Art Re. Industry Understanding of FRAND	Otto months of the Manual of the	Correspondence From Heiner To Gallagher and Members of the Sub-Committee Re. Request for Information Regarding the Effectiveness of Federal Agency Participation in Standardization in Select Technology Sectors for National Science and Technology Council's Sub-Committee on Standardization	Email From Heiner To Gutierrez Re. Microsoft Statement	Email From Burt to Gutierrex, Heiner & Albert Re. Sue Deckert Asks the Question	Email From Kutz To Evans, Burt, Heiner, Gutierrez & Carr Re. Google Pushing FTC Letter Now with CNET	Docket No 37 Defendant Microsoft Corporation's Answer and Counterclains to Plaintiffs' First Amended Complaint for Patent Infringement 3:10-cv-00699-bbc	Docket No 1 Complaint for Patent Infringement Motorola Mobility, General Instrument Corp v. Microsoft 3:10-cv-00699	Docket No 1 Complaint for Patent Infringement Motorola Mobility, General Instrument Corp v. Microsoft 3:10-cv-00700	Certain Gaming Verified Complaint Under Section 337 of the Tariff Act of 1930. As Amended ITC 337-TA	Sidley Austin invoice to Microsoft for Professional Services rendered through 4/20/2012	Cover Pages To Deposition Transcript of Matthew Lynde 1:10-
EndDoc	NA	NA	NA	NA	NA	THE PROPERTY OF THE PROPERTY O	MOTM_WASH1823_0394356	MOTM_WASH1823_0394416	MOTM_WASH1823_0394203		MOTM_WASH1823_0394278	MOTM_WASH1823_0394325	MOTM_WASH1823_0394413	MS-MOTO_1823_00002268493	MS MOTO 1922 00002270161	MS-MOTO_1823_00002279161	MS-MOTO 1823 00002268303	I	MS-MOTO_1823_00002269524	NA	NA	NA	NA	MS-MOTO_1823_0006001691A	NA
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Description	Complaint ITC 337-TA To Abbott From Nester	Email From Davidson To Roberts Re. Can You call My Cell When you Can?	Email From Roberts To Rigley Re. Console Operations	Exhibit 52 to the Complaint filed	by Microsoft Corp. with the International Trade Commission	Apple, Inc. v. Motorola Mobility, Inc., No. 11-cv-178-bbc, 2012						Email From Kowalski To Ochs Re. Licencing Discussions		Email From Ochs To Kowalski Re. Licensing Discussions	Email From Ochs To Kowalski Re. Licensing Discussions	Correspondence From Cramer to Pearlson Re. Microsoft-Goolge AVC/H.264 Patent Portfolio	Exhibit 51 to the Complaint	filed by Microsoft Corp. with the International Trade Commission	Correspondence From Gutierrez To Dailey Re. Letter on 8/16/12 9/5/2012 to Mr. Pearlson	es and	Requests for Production to Plaintiff Microsoft Corp and Microsoft Corp's Objections, Answers, and Responses Thereto	rst Set of Interrogatories and iff Microsoft Corp and upplemental Objections,	Allowers, and responses Thereto	Defendant Motorola Mobility's Second Set of Interrogatories and Requests for Production to Plaintiff Microsoft Corp and Microsoft's Objections, Answers, and Responses Thereto		Second 30(b)(6) Notice of	Corporation's Objections to Motorola's Third Notice on Pursuant To Federal Rule of Civil Procedure	Correspondence From Roberts To Cramer Re. Interrogatory No. 4/19/2013
EndDoc	NA	MS-MOTO_1823_00004082548	MS-MOTO_1823_00004084711	NA		NA	MOTM_WASH1823_0620499	MOTM_WASH1823_0621460	MOTM_WASH1823_0620545	MOTM_WASH1823_0620364	MOTM_WASH1823_0620548	MOTM_WASH1823_0620569	MOTM_WASH1823_0620624	MOTM_WASH1823_0620631	MOTM_WASH1823_0620364	GGMM-00026503	NA		NA	NA		NA	4 1 4	Ψ.	NA	NA	NA	NA
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Description	Correspondence From Robbins To Roberts Responding to Gutierrez Testifying to Topic No. 1	Microsoft's Supplemental Privilege Log	Fair, Reasonable and Non-Discriminatory Some Practical Thoughts About FRAND Licensing Commitments by Marasco	Email From Kutz To Rao et al Re. EOD Coverage Recap: Microsoft Files EC Complaint Against Motorola	Email From Brennecke To McKinley et al Re. Contacts That Need to Be Involved in the Germany Refresh	Email From Kutz To Smith et al Re. For Internal Distribution Only: Advisory with Q&A for Arvato Matter	Email From McKinley To Dale et al Re. Attorney Client Privileged	Microsoft Makes Strategic Changes in Thechnology and Business Practices to Expand Interoperability Frequently Asked Questions	Standards Setting, IPR Policies and Shareholder Considerations	Public Undertaking by Microsoft	Public Undertaking by Microsoft	Docket No 245-1 Translation of Orange-Book-Standard	Orange-Book-Standard KZR 39/06	6 U 136/11 OLG Karlsruhe	EUR-Lex 12008E102	Complaint 02426.40235 / 20157329.5	Unser Zeichen 02426.40235 I 20161972.1	02426.40235 / 20161972.1 Complaint	02426.40235 / 20170492.1 Statement of Claim		Extension of Complaint for Case No. 7 O 345/11 02426.40235 /20208119.1	02426.40235 / 20208119.1 Expansion of Claim	02426.40235 / 20208122.1 Expansion of Claim	2nd Extension of Complaint for Case No. 7 O 431/11 02426.40235 / 20216661.1	Unser Zeichen 02426.40235 / 20216661.1	Public Haring of The Regional Court 7 O 431/11	Email From Mueller To Albert, Wilder, Shank, McLoughlin, Mutkoski, Lange, Decker & Feehan Re. Update: At least 1 Motorola Patent Used vs. Microsoft Previously used v Apple	Email From Mueller To Albert, Penarcrzyk & Madden Re. Confidential: The Recorder.com (law.com) story on Android suits/Quinn Emanuel's Verhoeven
EndDoc	NA	NA	MS-MOTO_1823_0000904978	MS-MOTO_1823_00004086309	MS-MOTO_1823_00004086330	MS-MOTO_1823_00004086331	MS-MOTO_1823_00004086419	MOTM_WASH1823_0394427	MOTM_WASH1823_0395187	MS-MOTO_1823_00002291929	MS-MOTO_1823_00002291943	NA	NA	NA	NA	MOTM_WASH1823_0627736	MOTM_WASH1823_0627104	MOTM_WASH1823_0627685	MOTM_WASH1823_0627247	MOTM_WASH1823_0627347	MOTM_WASH1823_0627379	MOTM_WASH1823_0627291	MOTM_WASH1823_0627305	MOTM_WASH1823_0627389	MOTM_WASH1823_0627313	MOTM_WASH1823_0627738	MS-MOTO_1823_00002267618	MS-MOTO_1823_00002247388
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Microsoft Corporation v. Motorola, Inc., et al. Case No. 10-1823JLR (W.D.Wash.)

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Stipulate to Authenticity but not Admissibility?	×	×	×	Х	Х	×	
Stipulate to Admissibility?							
DocDate	10/2/2010	4/8/2011	11/10/2010	11/26/2010	12/23/2010	11/9/2010	
Description	Email From Albert To Wilder, Mueller & McLoughlin Re. Draft 10/2/2010 Blog Post Explaining USITC with Android Focus and Swipe at OIN	Email From Gutierrez To Albert, Kaefer, Ramirez & Lamb Re. Bloomberg: Google Sits on Sideline as HTC, Android Handset Makers Are Sued	Email From Mueller To Albert, Wilder & McLoughlin Re. Motorola's Suit Against You	Email From Mueller To Wilder & Albert Re. Draft Post (V1) on 11/26/2010 Motorola's ITC Complaint Against Microsoft	Microsoft versus Motorola The patent Battlefield as of 23 Dec 10	Email From Mueller To Albert, Wilder & McLoughlin Re. The Guardian Quotes Me on Android Patent Royalty vs WP7 Licensing Costs	Casa Status Chart
EndDoc	MS-MOTO_1823_00002305194	MS-MOTO_1823_00002305123	MS-MOTO_1823_00002303805	MS-MOTO_1823_00002267606	MS-MOTO_1823_00002303732	MS-MOTO_1823_00002305176	VN
Witness BegDoc	MS-MOTO_1823_00002305191	MS-MOTO_1823_00002305118	MS-MOTO_1823_00002303804	MS-MOTO_1823_00002267606	MS-MOTO_1823_00002303720	MS-MOTO_1823_00002305176	VN
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Trial Exh.#	7231	7232	7233	7234	7235	7236	7327